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10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 THE GREATER LOS ANGELES  
SOFTBALL ASSOCIATION, a  
13 California non-profit corporation,

14 Plaintiff,

15 v.

16 ERIC RYAN, an individual, and DOES  
17 1 through 10, inclusive,

18 Defendants.

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Case No.: 2:17-cv-04404

**COMPLAINT FOR: (1) TRADEMARK, SERVICE MARK AND TRADE NAME INFRINGEMENT, FALSE DESIGNATION OF ORIGIN, PASSING OFF, FALSE ADVERTISING, FALSE ENDORSEMENT, AND UNFAIR COMPETITION (15 U.S.C. § 1125(A)); (2) COMMON LAW TRADEMARK, SERVICE MARK, AND TRADE NAME INFRINGEMENT, FALSE DESIGNATION OF ORIGIN, PASSING OFF, FALSE ADVERTISING, FALSE ENDORSEMENT, AND UNFAIR COMPETITION; (3) UNFAIR COMPETITION, FALSE DESIGNATION OF ORIGIN, AND FALSE ADVERTISING (CAL. BUS. & PROF. CODE §§ 17200 AND 17500); (4) CONVERSION OF CORPORATE ASSETS; (5) BREACH OF FIDUCIARY DUTY; (6) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS; (7) INTENTIONAL AND NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC**

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**ADVANTAGE; (8)  
DECLARATORY JUDGMENT  
CONCERNING OWNERSHIP OF  
ASSETS; AND (9)  
CANCELLATION OF FEDERAL  
SERVICE MARK  
REGISTRATIONS, 15 U.S.C. § 1604.  
  
DEMAND FOR JURY TRIAL**

1 Plaintiff The Greater Los Angeles Softball Association (“GLASA”) alleges  
2 the following against Defendant Eric Ryan (“Ryan”).

3 **INTRODUCTION**

4 1. GLASA is a nonprofit corporation dedicated to providing a safe space  
5 for athletes to come together and compete in athletic competition, with an emphasis  
6 on LGBT athletes and softball. It has a long history of supporting the LGBT  
7 community and the greater Los Angeles Community as a whole. Its mission is now  
8 under threat.

9 2. Eric Ryan, who served as a member of the Board of Directors and as an  
10 Officer of GLASA, has been stealing GLASA’s corporate assets for his own  
11 personal gain. In his position at GLASA, Ryan had a duty to act on behalf of  
12 GLASA and in its best interests. Since 2008, GLASA has put on a sports event in  
13 Las Vegas, known as the Sin City Shootout. It started as a softball tournament with  
14 teams competing from across the country and has since expanded into the largest  
15 LGBT sporting festival in the world, incorporating numerous other sports and  
16 events. In addition to his duties as a Board Member and Officer of GLASA, Ryan  
17 was appointed chairman of GLASA’s planning committee for the Sin City Shootout.  
18 He served in that role for many years, helping to successfully operate and expand  
19 GLASA’s event. Hundreds of other GLASA members and volunteers have also  
20 worked tirelessly to make the event a success.

21 3. Unbeknownst to GLASA, Ryan has been abusing his position for his  
22 own personal gain. For years, Ryan has been diverting funds away from GLASA  
23 and to himself. Now, Ryan has stolen GLASA’s corporate assets and is attempting  
24 to put on the tournament himself without GLASA’s knowledge, approval, or  
25 involvement. His blatant theft has already caused GLASA substantial damage and  
26 his continued efforts to interfere with GLASA’s event is threatening its viability and  
27 success. As part of his scheme to take what is not his, Ryan is also defaming  
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1 GLASA to others in the LGBT sporting community and in the community at large.  
2 This lawsuit is about bringing an end to Ryan’s misconduct.

3 **PARTIES**

4 4. GLASA is a nonprofit public benefit corporation organized under the  
5 laws of the State of California with its principal place of business in Los Angeles,  
6 California. It is the owner of the intellectual property and other assets that are the  
7 subject of this action and the holder of the rights to assert the claims asserted herein.

8 5. Ryan is an individual. GLASA is informed and believes that Ryan  
9 resides at 3838 Bixby Drive, La Verne, California 91750. From about mid-2005 to  
10 June 2, 2017, Ryan served as a member of the Board of Directors of GLASA and as  
11 an officer of GLASA.

12 6. The true names and capacities of the defendants named herein as Does  
13 1 through 10, whether individual, corporate, associate or otherwise, are unknown to  
14 GLASA, which therefore sues those defendants by such fictitious names. GLASA  
15 is informed and believe, and thereon alleges, that each of the defendants designated  
16 as a “Doe” defendant is legally responsible for the events hereinafter alleged and  
17 legally caused injury and damages proximately thereby to GLASA as herein alleged.  
18 Plaintiffs will seek leave to amend this Complaint when the true names and  
19 capacities of the Doe defendants have been ascertained.

20 **JURISDICTION AND VENUE**

21 7. The First and Ninth Claims for Relief arise under the federal Lanham  
22 Act, 15 U.S.C. §§ 1051, *et seq.* This Court has original subject matter jurisdiction  
23 over these claims pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.

24 8. The Second, Third, Fourth Fifth, Sixth, and Seventh Claims for Relief  
25 arise under California statutory and common law. This Court has subject matter  
26 jurisdiction over the Second and Third Claims for Relief pursuant to 28 U.S.C. §  
27 1338(b) because the claims are joined with substantial and related claims under the  
28 federal Lanham Act, 15 U.S.C. §§ 1051, *et seq.* This Court also has subject matter



1 Softball World Series and is proud to say that its teams have been champions at all  
2 levels many times over.

3 12. GLASA also works to serve the larger Los Angeles community.  
4 GLASA was an early supporter, both financially and through volunteerism, of the  
5 efforts of “The Wall-Las Memorias” to establish an AIDS memorial in Lincoln  
6 Heights. The names of many of GLASA’s founding members and early participants  
7 who passed as a result of AIDS-related complications are now listed on the  
8 memorial wall.

9 13. GLASA continues to grow and thrive, providing a safe space for LGBT  
10 athletes to compete, make friends, and come together.

11 **B. Formation Of The Sin City Shootout**

12 14. For many years, GLASA hosted and operated a biennial softball  
13 tournament in Los Angeles called the Tournament of the Stars. In or about late  
14 2006, GLASA began looking to move its tournament to a new location so that the  
15 tournament could expand. A member of GLASA at the time, who was not Eric  
16 Ryan, suggested that GLASA host and operate a tournament in Las Vegas.

17 15. GLASA did not immediately decide to set its tournament in Las Vegas,  
18 but instead looked first to find a location closer to Los Angeles for the tournament.  
19 For example, GLASA’s minutes for its August 8, 2007 Commission Meeting  
20 reflect: “For the next tournament, the committee is looking to get better fields  
21 closer to LA, and to get the sponsors and local business more involved. Glendale is  
22 prohibitively expensive, but Hjelte remains a possibility. It is unclear whether SF  
23 will be holding a Memorial Day tournament next year, and we are therefore working  
24 towards the prospect that there will be a [Tournament of the Stars] in 2008.  
25 Alternatively, there is the possibility of combining with Long Beach to have a joint  
26 tournament either Memorial Day or Fourth of July.”

27 16. Notably, Ryan, who served as a Board Member and an Officer of  
28 GLASA (he was an Assistant Commissioner), was at the meeting. Nothing in the

1 minutes reflect that he suggested a tournament in Las Vegas or that he was planning  
2 a tournament on his own.

3 17. At GLASA's next meeting, on September 20, 2007, Ryan was not  
4 present. At that meeting, GLASA voted to host a tournament in Las Vegas in 2008:  
5 "GLASA sponsored Sin City Shootout 2008 in Las Vegas is tentatively scheduled  
6 for Martin Luther King weekend in January or Presidents' Day weekend in  
7 February." Nothing in the minutes reflect that the proposed Sin City Shootout was  
8 anyone's tournament other than GLASA's. Ryan was at the next GLASA meeting  
9 on October 9, 2007, where GLASA approved the September 20, 2007 minutes.  
10 Ryan did not claim at that time or any other time that the Sin City Shootout was his  
11 idea or his tournament. Rather, as everyone understood, the Sin City Shootout was  
12 GLASA's event and any work performed by any GLASA member, Officer, or  
13 Board Member was done on behalf of GLASA. At the October 9, 2007 meeting,  
14 with Ryan present, GLASA voted "to proceed with Sin City shootout on MLK  
15 Weekend 1/19 & 1/20 contingent upon field availability."

16 18. Ryan was ultimately appointed chairperson of the planning committee  
17 for the Sin City Shootout. He and others worked to plan and operate the event. His  
18 work as chairperson of the planning committee was on behalf of GLASA, as was  
19 any work Ryan did as an Officer and Board Member of GLASA.

20 19. Indeed, GLASA's Bylaws, which Ryan, as a Board Member and  
21 Officer knew about and voted on, have always required upmost duties and loyalties  
22 of Board Members and Officers. The Bylaws have long stated: "Nothing in this  
23 Article shall be construed to derogate in any way from the absolute duty of loyalty  
24 that every Director and officer owes to the Corporation."

25 20. GLASA's Bylaws also confirm that the Sin City Shootout was  
26 GLASA's event and matters involving the tournament were subject to GLASA's  
27 approval. In or about late 2007 or early 2008, GLASA's Bylaws were amended to  
28 create "The Sin City Shootout Committee." The Bylaws stated that the committee

1 “shall serve from year to year as a Permanent Committee. Its duties shall include all  
2 League sponsored tournament activity. To regularly, promptly (*i.e.*, up to date  
3 within two weeks), and accurately provide the financial reporting and controls  
4 necessary for the League Treasurer. The Committee shall seek timely approvals of  
5 the Commission (or Executive Board in off-season interim) necessary for scheduling  
6 and communication. To produce economically profitable tournament(s) that is a  
7 credit to gay athletics and our League image. Planning may include, Awards  
8 Banquet; Fields; Housing; Program; Public Relations; Social Activities (e.g.  
9 Calendar of Events); and Transportation.”

10 21. The Bylaws have been amended from time to time, but at no time have  
11 the Bylaws indicated that the Sin City Shootout was anyone’s event other than  
12 GLASA’s. Today, the Bylaws read: “The Sin City Shootout Committee shall serve  
13 from year to year as a Standing Committee. Its duties shall include all League  
14 sponsored tournament activity for the Sin City Shootout. The Committee shall seek  
15 timely approvals of the Commission (or Executive Board in off-season interim)  
16 necessary for scheduling and communication. It will produce an economically  
17 profitable tournament that is a credit to gay athletics and the League image.  
18 Committee planning may include, Awards Banquet; Fields; Housing; Program;  
19 Public Relations; Social Activities (e.g. Calendar of Events); and Transportation.  
20 The Commission appoints the committee Chairperson for a one-year term beginning  
21 September 1st. The Chairperson can be re-appointed. The committee Chairperson  
22 appoints members of the committee with the approval of the Commissioner.”

23 22. Finally, the Bylaws preclude any Board Member from voting on any  
24 item where that Board Member has a “direct personal or monetary interest [in the  
25 item] that is not common to other members of the organization.” And the Bylaws  
26 preclude GLASA from being “a party to any contract or transaction . . . in which  
27 one or more of its Executive Board Members of officers has a material financial  
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1 interest.” Simply put, the Sin City Shootout had to have been GLASA’s event, else  
2 it would have never come about.

3 **C. The Sin City Shootout Today**

4 23. Today, the Sin City Shootout has grown into the largest LGBT  
5 sporting festival in the world. It includes competition not only in softball, but in  
6 numerous other sports. Operating the tournament includes, among other things,  
7 contracting with hotels to ensure sufficient space for the athletes, securing field  
8 locations, and organizing various social events for all athletes to attend. GLASA  
9 sends dozens of volunteers each year to help run the event, and its Sin City Shootout  
10 planning committee is charged with planning for and executing the event.

11 **D. GLASA And Ryan Operated Consistently With The**  
12 **Understanding That The Sin City Shootout Was GLASA’s Event**

13 24. From the first Sin City Shootout in 2008 to the most recent event in  
14 2017, GLASA and Ryan operated consistently with the understanding that it was  
15 GLASA’s event.

16 25. GLASA provided financial support for upfront costs to secure  
17 necessary contracts and facilities and to advertise for the event. GLASA also agreed  
18 to assume liabilities arising from the event. And GLASA received the proceeds  
19 from the event.

20 26. Dozens of GLASA volunteers have committed their time and energy at  
21 each Sin City Shootout. Without this commitment from GLASA’s volunteers,  
22 neither the first Sin City Shootout nor any other would have happened, let alone  
23 succeeded.

24 27. GLASA is also a member of the North American Gay Amateur Athletic  
25 Alliance (“NAGAAA”), which is a national LGBT softball organization. Without  
26 NAGAAA’s support, which the Sin City Shootout obtained only because it was a  
27 GLASA event, neither the first Sin City Shootout nor any other would have  
28 happened, let alone succeeded.

1           28. As chairperson of the planning committee, Ryan would submit budgets  
2 for GLASA's approval and regularly update GLASA on the planning, execution,  
3 and results of the tournament. At no time during these updates did Ryan claim that  
4 the Sin City Tournament was his tournament. To the contrary, Ryan regularly  
5 referred to the Sin City Shootout, both internally at GLASA and externally to  
6 GLASA's partners, as a GLASA event. This reflects Ryan's understanding,  
7 consistent with everyone's understanding, that it was a GLASA event. For example,  
8 and without limitation:

9           (a) In the most recent Annual Report of the GLASA Executive  
10 Board dated October 11, 2016, for the year September 1, 2015 to August 31, 2016,  
11 Ryan gave an update on the Sin City Shootout: "The 2016 Sin City Shootout  
12 (tournament director Eric Ryan), *GLASA's annual tournament*, was held in  
13 January 2016. Under Eric's direction, in 9 years it has grown from a regional  
14 tournament into the largest annual LGBT sporting event in the world, including 230  
15 softball teams. The tournament has brought in over \$130,000 *for GLASA* to help *us*  
16 remain financially stable and keep fees at a reasonable level." (Emphasis added.)  
17 He said the same thing in the 2015 Annual Report: "The 2015 Sin City Shootout  
18 (tournament director Eric Ryan), *GLASA's annual tournament*, was held in  
19 January 2015. In the 9 years it has grown from a regional tournament into the  
20 largest annual LGBT sporting event in the world, including 200 softball teams. The  
21 tournament has brought in over \$100,000 *for GLASA* to help *us* remain financially  
22 stable and keep fees at a reasonable level." (Emphasis added.)

23           (b) When engaging sponsors for the Sin City Shootout, Ryan used  
24 GLASA's name, confirming that any sponsorship monies would be paid to GLASA.  
25 For example, MillerCoors was a sponsor of the 2013 Sin City Shootout. The  
26 invoices that Ryan created and sent to MillerCoors for the sponsorship indicate that  
27 payment was to "GLASA – Sin City." Similarly, a GLASA member was able to  
28 secure the sponsorship of Toyota Financial Services, which paid GLASA.

1 (c) On information and belief, when Ryan would contact hotels and  
2 other venues, he would enter into contracts between the venue and GLASA, listing  
3 himself only as the contact person for GLASA.

4 (d) On information and belief, when Ryan contacted other sports  
5 leagues, he would indicate that the Sin City Shootout was a GLASA event. For  
6 example, in an email dated October 13, 2011, Ryan reached out to a basketball  
7 league and included with it the Sin City Shootout's logo, which indicates that it was  
8 presented by GLASA.

9 (e) On information and belief, GLASA was able to book the fields  
10 for the tournament in Las Vegas only because GLASA could show that it was a  
11 nonprofit corporation.

12 (f) GLASA maintained and paid for a storage facility to store  
13 equipment used in the Sin City Shootout.

14 29. The Sin City Shootout has also always been advertised to the public as  
15 a GLASA event. Ryan, as chairperson of GLASA's Sin City Shootout planning  
16 committee, directed and approved this advertising. For example, and without  
17 limitation:

18 (a) The Sin City Shootout website, [www.sincityshootout.com](http://www.sincityshootout.com), which  
19 was paid for by GLASA, advertised the most recent 2017 Sin City Shootout as  
20 follows: "On January 12-15, 2017 the Greater Los Angeles Softball Association  
21 (GLASA) will celebrate and host its 10th annual Sin City Shootout Sports Festival  
22 in Las Vegas, Nevada." On GLASA's behalf, Ryan and the planning committee  
23 were charged with updating and maintaining the website.

24 (b) Every Sin City Shootout in the past has been advertised as a  
25 GLASA event. For example, a Flyer advertising the 2011 tournament states that it  
26 was "Presented by" GLASA, and includes GLASA's logo. Emails advertising the  
27 event, including those inviting athletes and teams to register, indicated that GLASA  
28 was the host and included GLASA's logo. Those emails also indicated that they

1 were being sent on behalf of “Greater Los Angeles Softball Association,” and  
2 provided GLASA’s address. The system that maintained the email contact list and  
3 distributed the emails was paid for by GLASA.

4 (c) To the best of GLASA’s knowledge, the GLASA logo was also  
5 included on all Sin City Shootout flyers, banners, advertisements, roster forms, and  
6 so on.

7 (d) When the Sin City Shootout expanded from a softball  
8 tournament to include other sports, those leagues were required to pay a fee to  
9 GLASA so that their athletes could attend the social events put on by GLASA.

10 **E. GLASA Trademark’s The Sin City Shootout Name**

11 30. In or about 2011, Ryan became concerned that another softball league  
12 might try to usurp GLASA’s tournament for itself and attempt to put on the Sin City  
13 Shootout itself. In an effort to prevent this, Ryan directed GLASA’s then-treasurer  
14 to file for trademark protection of the Sin City Shootout logo using GLASA as the  
15 owner of the trademark. The application listed GLASA as the owner of the mark,  
16 with a doing-business-as (“dba”) designation of Sin City Shootout. The serial  
17 number on the registration is 85429186.

18 31. On or about July 31, 2012, the Trademark Office sent a letter  
19 requesting additional information about the mark before the registration could be  
20 finalized. Upon information and belief, no response was provided to the letter. As a  
21 result, on or about February 26, 2013, the Trademark Office issued a Notice of  
22 Abandonment of the mark.

23 **F. Without GLASA’s Knowledge, Approval, Or Involvement, Ryan**  
24 **Steals Corporate Assets From GLASA**

25 32. Unbeknownst to GLASA, and while Ryan was a Board Member and  
26 Officer of GLASA and chairperson of the Sin City Shootout planning committee,  
27 Ryan diverted and stole GLASA’s assets, and is now attempting to cut GLASA out  
28 of the Sin City Shootout entirely. His actions constitute a violation of GLASA’s

1 intellectual property rights, conversion of corporate assets, breaches of fiduciary  
2 duty, and interference with GLASA's contractual and prospective business  
3 relationships.

4 33. For several years, in return for GLASA securing so many rooms for the  
5 thousands of athletes that attend the Sin City Shootout, the host hotels have paid  
6 GLASA in rebates. Unbeknownst to GLASA, on information and belief, Ryan  
7 diverted some portion of the rebates owed GLASA to his own account.

8 34. On information and belief, Ryan intentionally failed to respond to the  
9 Trademark Office's letter requesting further information for the registration of the  
10 Sin City Shootout logo, thereby intentionally allowing GLASA to abandon the  
11 mark. Thereafter, on or about October 27, 2016, Ryan filed for trademark  
12 protection under his own name of the Sin City Shootout logo – the exact same logo  
13 that GLASA had previously filed for protection on. The serial number on Ryan's  
14 purported registration is 85429186.

15 35. On information and belief, Ryan has caused various hotels, venues,  
16 fields, other vendors and sponsors to enter into contracts with Ryan personally,  
17 rather than GLASA, in connection with the Sin City Shootout.

18 36. On information and belief, Ryan has changed the passwords to  
19 [www.sincityshootout.com](http://www.sincityshootout.com) so as to prevent GLASA from being able to maintain and  
20 control GLASA's website. GLASA is unable to access the website at this time.  
21 Since doing so, Ryan has altered the website to advertise the 2018 Sin City Shootout  
22 as his tournament, removing any mention of GLASA, including GLASA's logo.

23 37. On information and belief, Ryan has changed the password to  
24 GLASA's PayPal account, which GLASA used for purposes of collecting monies  
25 from registrants to the Sin City Shootout. GLASA is unable to access the PayPal  
26 account at this time.

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1 38. Ryan has failed to return various other GLASA assets, including,  
2 without limitation, equipment used for the Sin City Shootout and access to  
3 GLASA's storage facility where the equipment is kept.

4 39. On information and belief, Ryan has contacted softball teams and  
5 leagues, other sports leagues, and numerous other individuals, telling them that the  
6 Sin City Shootout is Ryan's event, not GLASA's. Ryan is taking these actions so as  
7 to prevent those teams, leagues, and athletes from engaging with GLASA on the  
8 2018 Sin City Shootout.

9 40. On information and belief, Ryan has contacted and secured various  
10 fields and facilities under his own name so as to prevent GLASA from being able to  
11 secure those fields and facilities.

12 41. In addition to the foregoing, as a general matter, Ryan is purporting to  
13 plan and put on the 2018 Sin City Shootout himself, using the Sin City Shootout  
14 logo, without the approval or involvement of GLASA. In doing so, Ryan is  
15 intentionally infringing GLASA's rights and interfering with GLASA's ability to  
16 plan and execute the event.

17 **G. Ryan's Actions Have Caused And Are Continuing To Cause**  
18 **GLASA Irreparable Harm**

19 42. Ryan's actions, as described above, have already caused GLASA  
20 substantial harm, including harm to GLASA's reputation and ability to plan and  
21 execute a successful 2018 event. In addition, if Ryan's conduct continues and he is  
22 permitted to interfere with GLASA's ability to put on the 2018 event, GLASA will  
23 be irreparably harmed.

24 **FIRST CLAIM FOR RELIEF**  
25 **[Trademark, Service Mark and Trade Name Infringement, False Designation**  
26 **Of Origin, Passing Off, False Advertising, False Endorsement, And Unfair**  
27 **Competition (15 U.S.C. § 1125(a))]**

28 43. GLASA incorporates herein each and every allegation set forth above.

1           44. Ryan has used and is using GLASA's marks, as identified above, in  
2 commerce in connection with his attempt to put on a sports festival (in particular,  
3 the Sin City Shootout) in Las Vegas in 2018, all without the authorization or  
4 permission of GLASA, which owns the exclusive right to use the Sin City Shootout  
5 name, logo, and associated marks. Ryan is further is misrepresenting an association  
6 with the Sin City Shootout without GLASA's authorization or permission. Ryan's  
7 unlawful acts are aimed at: (a) causing confusion and mistake and misleading and  
8 deceiving the public into believing that Ryan and any purported tournament, goods,  
9 or services he is putting on are authorized, sponsored, or endorsed by GLASA; and  
10 (b) misappropriating property and monies and obtaining profits, benefits, and  
11 advantages belonging to GLASA, for Ryan's own purposes and benefit.

12           45. GLASA is informed and believes that Ryan's unauthorized use and  
13 exploitation of GLASA's (and particularly the Sin City Shootout's) reputation,  
14 name, trademarks and trade dress, and good will and misrepresentations to the  
15 public have caused confusion and mistake and are likely to continue to cause  
16 confusion and mistake, and to mislead and deceive the public into believing that  
17 Ryan and any purported tournament, goods, or services he is putting on are  
18 authorized, sponsored, or endorsed by GLASA, when in fact they are not.

19           46. Ryan's unlawful use and exploitation of GLASA's marks and  
20 intellectual property, corporate relationships, reputation, good will, property and  
21 assets, and Ryan's and misrepresentations to the public as set forth above, constitute  
22 trademark and service mark infringement, trade name infringement, false  
23 designation of origin, passing off, false advertising, false endorsement, and unfair  
24 competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

25           47. On information and belief, Ryan has committed these acts of  
26 infringement, false designation of origin, passing off, false advertising, false  
27 endorsement, and unfair competition with the intent of causing confusion and  
28 mistake and of misleading and deceiving the public into believing that Ryan and any

1 purported tournament, goods, or services he is putting on are authorized, sponsored,  
2 or endorsed by GLASA, when in fact they are not.

3 48. On information and belief, Ryan, in engaging in the conduct described  
4 herein, willfully intended to trade on the reputation of GLASA and its intellectual  
5 property, including the Sin City Shootout tournament and logo, and GLASA's  
6 corporate relationships, reputation and good will, and to cause injury to GLASA.

7 49. As a direct and proximate result of Ryan's unlawful acts as described  
8 herein, GLASA has suffered and will continue to suffer injury to its business,  
9 goodwill, and property, in an amount to be determined at trial.

10 50. GLASA has no adequate remedy at law. Unless Ryan is preliminarily  
11 and permanently enjoined from committing these unlawful acts as set forth above,  
12 GLASA will continue to suffer irreparable harm.

13 51. GLASA is entitled to an injunction pursuant to 15 U.S.C. § 1116  
14 restraining Ryan, and his agents, servants and employees, and all persons in active  
15 concert or participation with them, including, but not limited to, any and all third-  
16 party promoters, vendors, and other entities, from engaging in any further such acts  
17 in violation of the Lanham Act.

18 52. GLASA is further entitled to recover from Ryan the damages GLASA  
19 has sustained and will sustain, as well as any and all gains, profits, benefits, and  
20 advantages obtained and to be obtained by Ryan, as a result of Ryan's unlawful acts  
21 as described herein.

22 53. GLASA is further entitled to an award of enhanced damages and to  
23 recover its attorneys' fees pursuant to 15 U.S.C. § 1117.

24 **SECOND CLAIM FOR RELIEF**

25 **[Common Law Trademark, Service Mark And Trade Name Infringement,**  
26 **False Designation Of Origin, Passing Off, False Advertising, False**  
27 **Endorsement, And Unfair Competition]**

28 54. GLASA incorporates herein each and every allegation set forth above.

1           55. Ryan has used and is using GLASA's marks, as identified above, in  
2 commerce in connection with his attempt to put on a sports festival (in particular,  
3 the Sin City Shootout) in Las Vegas in 2018, all without the authorization or  
4 permission of GLASA, which owns the exclusive right to use the Sin City Shootout  
5 name, logo, and associated marks. Ryan is further is misrepresenting an association  
6 with the Sin City Shootout without GLASA's authorization or permission. Ryan's  
7 unlawful acts are aimed at: (a) causing confusion and mistake and misleading and  
8 deceiving the public into believing that Ryan and any purported tournament, goods,  
9 or services he is putting on are authorized, sponsored, or endorsed by GLASA; and  
10 (b) misappropriating property and monies and obtaining profits, benefits, and  
11 advantages belonging to GLASA, for Ryan's own purposes and benefit.

12           56. GLASA is informed and believes that Ryan's unauthorized use and  
13 exploitation of GLASA's (and particularly the Sin City Shootout's) reputation,  
14 name, trademarks and trade dress, and good will and misrepresentations to the  
15 public have caused confusion and mistake and are likely to continue to cause  
16 confusion and mistake, and to mislead and deceive the public into believing that  
17 Ryan and any purported tournament, goods, or services he is putting on are  
18 authorized, sponsored, or endorsed by GLASA, when in fact they are not.

19           57. Ryan's unlawful use and exploitation of GLASA's marks and  
20 intellectual property, corporate relationships, reputation, good will, property and  
21 assets, and Ryan's and misrepresentations to the public as set forth above, constitute  
22 trademark and service mark infringement, trade name infringement, false  
23 designation of origin, passing off, false advertising, false endorsement, and unfair  
24 competition in violation of California common law.

25           58. On information and belief, Ryan has committed these acts of  
26 infringement, false designation of origin, passing off, false advertising, false  
27 endorsement, and unfair competition with the intent of causing confusion and  
28 mistake and of misleading and deceiving the public into believing that Ryan and any

1 purported tournament, goods, or services he is putting on are authorized, sponsored,  
2 or endorsed by GLASA, when in fact they are not.

3 59. On information and belief, Ryan, in engaging in the conduct described  
4 herein, willfully intended to trade on the reputation of GLASA and its intellectual  
5 property, including the Sin City Shootout tournament and logo, and GLASA's  
6 corporate relationships, reputation and good will, and to cause injury to GLASA.

7 60. As a direct and proximate result of Ryan's unlawful acts as described  
8 herein, GLASA has suffered and will continue to suffer injury to its business,  
9 goodwill, and property, in an amount to be determined at trial.

10 61. GLASA has no adequate remedy at law. Unless Ryan is preliminarily  
11 and permanently enjoined from committing these unlawful acts as set forth above,  
12 GLASA will continue to suffer irreparable harm.

13 62. GLASA is entitled to an injunction restraining Ryan, and his agents,  
14 servants and employees, and all persons in active concert or participation with them,  
15 including, but not limited to, any and all third-party promoters, vendors, and other  
16 entities, from engaging in any further such acts in violation of California common  
17 law.

18 63. GLASA is further entitled to recover from Ryan the damages GLASA  
19 has sustained and will sustain, as well as any and all gains, profits, benefits, and  
20 advantages obtained and to be obtained by Ryan, as a result of Ryan's unlawful acts  
21 as described herein.

22 64. GLASA is informed and believes, and on that basis alleges, that, in  
23 acting as alleged herein, Ryan has acted intentionally and despicably with  
24 oppression, fraud, and malice toward GLASA. Plaintiffs therefore are entitled to an  
25 award of punitive damages for the sake of example and by way of punishing Ryan  
26 pursuant to California Civil Code § 3294.

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1 **THIRD CLAIM FOR RELIEF**

2 **[Unfair Competition, False Designation Of Origin, And False Advertising (Cal.**  
3 **Bus. & Prof. Code §§ 17200 And 17500, *Et Seq.*]**

4 65. GLASA incorporates herein each and every allegation set forth above.

5 66. Ryan has used and is using GLASA's marks, as identified above, in  
6 commerce in connection with his attempt to put on a sports festival (in particular,  
7 the Sin City Shootout) in Las Vegas in 2018, all without the authorization or  
8 permission of GLASA, which owns the exclusive right to use the Sin City Shootout  
9 name, logo, and associated marks. Ryan is further is misrepresenting an association  
10 with the Sin City Shootout without GLASA's authorization or permission. Ryan's  
11 unlawful acts are aimed at: (a) causing confusion and mistake and misleading and  
12 deceiving the public into believing that Ryan and any purported tournament, goods,  
13 or services he is putting on are authorized, sponsored, or endorsed by GLASA; and  
14 (b) misappropriating property and monies and obtaining profits, benefits, and  
15 advantages belonging to GLASA, for Ryan's own purposes and benefit.

16 67. GLASA is informed and believes that Ryan's unauthorized use and  
17 exploitation of GLASA's (and particularly the Sin City Shootout's) reputation,  
18 name, trademarks and trade dress, and good will and misrepresentations to the  
19 public have caused confusion and mistake and are likely to continue to cause  
20 confusion and mistake, and to mislead and deceive the public into believing that  
21 Ryan and any purported tournament, goods, or services he is putting on are  
22 authorized, sponsored, or endorsed by GLASA, when in fact they are not.

23 68. Ryan's unlawful use and exploitation of GLASA's marks and  
24 intellectual property, corporate relationships, reputation, good will, property and  
25 assets, and Ryan's and misrepresentations to the public as set forth above, constitute  
26 trademark and service mark infringement, trade name infringement, false  
27 designation of origin, passing off, false advertising, false endorsement, and unfair  
28 competition in violation of Cal. Bus. & Prof. Code §§ 17200 and 17500, *et seq.*



1 rebates paid by hotels, (ii) GLASA's Trademark in the Sin City Shootout logo; (iii)  
2 GLASA's contracts and business relationship with various hotels, venues, fields,  
3 other vendors and sponsors associated with the Sin City Shootout; (iv) GLASA's  
4 website, www.sincityshootout.com; (v) GLASA's PayPal Account associated with  
5 the Sin City Shootout; and (vi) GLASA's storage facility and all equipment and  
6 property therein. GLASA demanded the return of its property, but Ryan has  
7 refused, thereby denying GLASA its right to own and possess the property  
8 described above.

9 77. As a direct and proximate result of Ryan's unlawful acts as described  
10 herein, GLASA has suffered and will continue to suffer injury to its business,  
11 goodwill, and property, in an amount to be determined at trial.

12 78. GLASA has no adequate remedy at law. Unless Ryan is preliminarily  
13 and permanently enjoined from committing these unlawful acts as set forth above,  
14 GLASA will continue to suffer irreparable harm.

15 79. GLASA is to an injunction pursuant to Cal. Bus. & Prof. Code §§  
16 17203 and 17535 restraining Ryan, and his agents, servants and employees, and all  
17 persons in active concert or participation with them, including, but not limited to,  
18 any and all third-party promoters, vendors, and other entities, from engaging in any  
19 further such acts in violation of California common law.

20 80. GLASA is informed and believes, and on that basis alleges, that, in  
21 acting as alleged herein, Ryan has acted intentionally and despicably with  
22 oppression, fraud, and malice toward GLASA. Plaintiffs therefore are entitled to an  
23 award of punitive damages for the sake of example and by way of punishing Ryan  
24 pursuant to California Civil Code § 3294.

25 **FIFTH CLAIM FOR RELIEF**

26 **[Breach Of Fiduciary Duty Owed To Corporation]**

27 81. GLASA incorporates herein each and every allegation set forth above.  
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1 82. Ryan served as a Board Member and Officer of GLASA from in or  
2 about mid-2005 to June 2, 2017, when Ryan resigned his positions. In his positions,  
3 Ryan owed substantial fiduciary duties of loyalty to GLASA and his fellow  
4 directors, officers, officers and members.

5 83. In taking the actions described above, Ryan knowingly and  
6 intentionally acted against GLASA's interests and breached his fiduciary duties.

7 84. As a direct and proximate result of Ryan's unlawful acts as described  
8 herein, GLASA has suffered and will continue to suffer injury to its business,  
9 goodwill, and property, in an amount to be determined at trial.

10 85. GLASA is informed and believes, and on that basis alleges, that, in  
11 acting as alleged herein, Ryan has acted intentionally and despicably with  
12 oppression, fraud, and malice toward GLASA. Plaintiffs therefore are entitled to an  
13 award of punitive damages for the sake of example and by way of punishing Ryan  
14 pursuant to California Civil Code § 3294.

15 **SIXTH CLAIM FOR RELIEF**

16 **[Intentional Interference With Contractual Relations]**

17 86. GLASA incorporates herein each and every allegation set forth above.

18 87. There were and are: (a) contracts between GLASA and host hotels,  
19 including the Tropicana; (b) contacts between GLASA and various fields and  
20 venues; and (c) other contracts between GLASA and other vendors in connection  
21 with GLASA's execution of the Sin City Shootout. These contracts provided and  
22 provide, or were intended to provide, economic benefits and other advantages to  
23 GLASA.

24 88. On information and belief, Ryan knew and knows of the existence of  
25 those contracts.

26 89. As set forth above, Ryan has intentionally engaged in activities  
27 intended to interfere with and disrupt the performance of those contracts.

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1 reasonable care knowing that his conduct would interfere with and disrupt those  
2 relationships.

3 97. As set forth above, Ryan's conduct has interfered with those  
4 relationships.

5 98. As a direct and proximate result of Ryan's unlawful acts as described  
6 herein, GLASA has suffered and will continue to suffer injury to its business,  
7 goodwill, and property, in an amount to be determined at trial.

8 99. GLASA is informed and believes, and on that basis alleges, that, in  
9 acting as alleged herein, Ryan has acted intentionally and despicably with  
10 oppression, fraud, and malice toward GLASA. Plaintiffs therefore are entitled to an  
11 award of punitive damages for the sake of example and by way of punishing Ryan  
12 pursuant to California Civil Code § 3294.

13 **SEVENTH CLAIM FOR RELIEF**

14 **[Declaratory Judgment Concerning Ownership Of Assets]**

15 100. GLASA incorporates herein each and every allegation set forth above.

16 101. An actual controversy has arisen and exists between GLASA and Ryan  
17 concerning the ownership certain assets, including, without limitation: (i) the portion  
18 of monies GLASA received in connection with rebates paid by hotels that Ryan  
19 diverted to himself, (ii) GLASA's Trademark in the Sin City Shootout logo; (iii)  
20 GLASA's contracts and business relationship with various hotels, venues, fields,  
21 other vendors and sponsors associated with the Sin City Shootout; (iv) GLASA's  
22 website, www.sincityshootout.com; (v) GLASA's PayPal Account associated with  
23 the Sin City Shootout; and (vi) GLASA's storage facility and all equipment and  
24 property therein.

25 102. GLASA, therefore, seeks a declaration from the Court that GLASA is  
26 the sole and exclusive owner of the foregoing assets.

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**EIGHTH CLAIM FOR RELIEF**

**[Cancellation Of Federal Service Mark Registrations, 15 U.S.C. § 1064]**

103. GLASA incorporates herein each and every allegation set forth above.

104. As stated above, Ryan has applied to register the Sin City Shootout logo under his name with the USPTO (serial number 85429186). Ryan does not own any rights in the Sin City Shootout logo or any other mark associated therewith.

105. Because (a) the mark for which Ryan has applied to the USPTO for registration does not belong to Ryan, (b) use of the mark would lead to a likelihood of confusion with marks owned and used by GLASA in commerce, (c) Ryan has engaged in unclean hands arising from their use in commerce of this mark and his misrepresentations to the USPTO in connection with his application for the registration of the purported mark, and (d) Ryan has engaged in nonprivileged, anti-competitive trademark and service mark misuse and infringement, passing off, false designation of origin, false endorsement, false advertising and unfair competition, GLASA and the public have been and are being damaged. As a result, GLASA prays that the Court enter an order directing that the USPTO cancel any registrations that might issue based on Ryan’s applications filed with the USPTO to register the purported mark, pursuant to 15 U.S.C. § 1064.

**PRAYER FOR RELIEF**

**WHEREFORE**, GLASA seeks the following relief as a result of the unlawful acts described above:

(a) A judgment in favor of GLASA on all of the claims for Relief pleaded herein.

(b) An order granting preliminary and permanent injunctive relief against Ryan, and his agents, servants and employees, and all persons in active concert or participation with them, including, but not limited to, any and all third-party promoters, vendors, and other entities, enjoining them from:

- 1 (i) Infringing the Sin City Shootout logo and any other associated  
2 marks;
- 3 (ii) Using the terms “Sin City Shootout,” “Sin City Sports Festival”  
4 or “Sin City Sports” in a trademark, service mark, logo, or brand sense;
- 5 (iii) Continuing to use any trade name that includes the phrases “Sin  
6 City Shootout,” “Sin City Sports Festival” or “Sin City Sports;”
- 7 (iv) Controlling or accessing the website, [www.sincityshootout.com](http://www.sincityshootout.com)  
8 and its content;
- 9 (v) Controlling or accessing GLASA’s PayPal account;
- 10 (vi) Controlling or accessing any of GLASA’s storage facilities and  
11 all equipment and property therein, including both property related to the Sin City  
12 Shootout and GLASA generally;
- 13 (vii) Failing to cooperate with GLASA in transferring the property,  
14 websites, and accounts described above, and any other GLASA property to GLASA,  
15 including any account and password information needed to access the foregoing;
- 16 (viii) Failing to cooperate with GLASA in transferring or assigning to  
17 GLASA any contract entered into in connection with the Sin City Shootout that is in  
18 any name other than GLASA;
- 19 (ix) Failing to cooperate with GLASA in transferring or assigning to  
20 GLASA any reservations for fields or venues that are necessary for GLASA to plan  
21 and execute the Sin City Shootout in 2018 and thereafter.
- 22 (x) Engaging in any further acts of infringement, unfair competition,  
23 false advertising, false designation of origin. passing off, and unlawful, unfair and  
24 fraudulent business practices through the use of the Sin City Shootout logo; and
- 25 (xi) Engaging in any acts that may interfere with GLASA’s ability to  
26 plan and execute the 2018 event, including, without limitation, interfering with  
27 GLASA’s relationships with softball teams, softball leagues, other sports leagues,  
28 any athlete or other participant in the Sin City Shootout, and any hotel, vendor, field,

1 venue, or other third party with whom GLASA has or needs a relationship with to  
2 plan and execute the Sin City Shootout in 2018 and thereafter.

3 (c) An order directing that anything Ryan has created that infringes on  
4 GLASA's trademark be impounded and destroyed, including all copies held by any  
5 and all third parties known to Ryan, and that Ryan be required to file with the Court  
6 and to serve on GLASA, within thirty (30) days after service of the Court's Order as  
7 herein prayed, a report in writing under oath setting forth in detail the manner and  
8 form in which Ryan has complied with the Court's order.

9 (d) An award of compensatory and consequential damages flowing from  
10 Ryan's wrongful acts as described herein.

11 (e) An order requiring Ryan to disgorge any and all revenues, gains,  
12 profits, and advantages obtained and to be obtained by Ryan as a result of his  
13 unlawful acts as described herein.

14 (f) A declaration from the Court that GLASA is the sole and exclusive  
15 owner of (i) the portion of monies GLASA received in connection with rebates paid  
16 by hotels that Ryan diverted to himself, (ii) GLASA's Trademark in the Sin City  
17 Shootout logo; (iii) GLASA's contracts and business relationship with various  
18 hotels, venues, fields, other vendors and sponsors associated with the Sin City  
19 Shootout; (iv) GLASA's website, [www.sincityshootout.com](http://www.sincityshootout.com); (v) GLASA's PayPal  
20 Account associated with the Sin City Shootout; and (vi) GLASA's storage facility  
21 and all equipment and property therein.

22 (g) An order directing the USPTO to cancel any registrations that might  
23 issue based on Ryan's application filed with the USPTO to register the purported  
24 Sin City Shootout logo (serial number 85429186), pursuant to 15 U.S.C. § 1064.

25 (h) An order finding that this case is exceptional and awarding enhanced  
26 damages and attorney's fees pursuant to 15 U.S.C. §1117(a).

27 (i) An award of punitive damages against Ryan and in favor of GLASA.

28 (j) An order that GLASA recovers its costs from Ryan.



