

1 EDWARD J. MCINTYRE [SBN 80402]  
 emcintyre@swsslaw.com  
 2 SOLOMON WARD SEIDENWURM & SMITH, LLP  
 401 B Street, Suite 1200  
 3 San Diego, California 92101  
 Telephone: (619) 231-0303  
 4 Facsimile: (619) 231-4755  
 5 Attorneys for Pacific Law Center and Solomon Ward  
 Seidenwurm & Smith, LLP  
 6  
 7

8 **UNITED STATES DISTRICT COURT**  
 9 **SOUTHERN DISTRICT OF CALIFORNIA**

11 PACIFIC LAW CENTER, a Professional Law  
 Corporation; and SOLOMON WARD  
 12 SEIDENWURM & SMITH, LLP,

13 Plaintiffs,

14 v.

15 SHAHROKH SAADAT-NEJAD, an  
 individual,

16 Defendant.  
 17

CASE NO. 07-CV-00460 JLS (POR)

**DECLARATION OF EDWARD J.  
 MCINTYRE IN SUPPORT OF PACIFIC  
 LAW CENTER AND SOLOMON WARD  
 SEIDENWURM & SMITH, LLP'S  
 APPLICATION FOR A PERMANENT  
 INJUNCTION**

Date: March 28, 2008  
 Time: 10:30 a.m.  
 Ctrm: 6, Third Floor

Hon. Janis L. Sammartino

28

1 Edward J. McIntyre declares:

2 1. I am a member of this Court and a partner at Solomon Ward Seidenwurm & Smith,  
3 LLP, counsel for Pacific Law Center and Solomon Ward and general counsel to the firm. I have  
4 personal knowledge of the facts in my declaration.

5 2. I represent Pacific Law Center both in this case and in an action in superior court,  
6 *Pacific Law Center v. Saadat-Nejad*, Case No. GIC 878352.

7 3. Pacific Law Center is a San Diego professional law corporation, with a practice  
8 emphasizing criminal, bankruptcy and personal injury cases. Pacific Law Center owns the trade  
9 name and service mark "Pacific Law Center" and the domain names "pacificlawcenter.com,"  
10 "pacificlawcenter.net," "pacificlawcenter.org" and "pacificlawcenter.ws."

11 4. Pacific Law Center has used the exclusive trade name and service mark "Pacific  
12 Law Center" in its professional business and in an extensive advertising and marketing campaign,  
13 including television, telephone business directories, print and various other media.

14 5. Pacific Law Center has built up valuable goodwill in its "Pacific Law Center"  
15 service mark and trade name, and the public generally has come to associate its mark exclusively  
16 with Pacific Law Center's professional business in California.

17 6. Pacific Law Center has also used and advertised the internet domain names, and  
18 operated internet sites at the addresses, "pacificlawcenter.com," "pacificlawcenter.net,"  
19 "pacificlawcenter.org" and "pacificlawcenter.ws" to advertise and promote its activities as a law  
20 firm.

21 7. Saadat-Nejad hired Pacific Law Center, at the very last minute, to represent him in  
22 a criminal matter. Pacific Law Center immediately jumped in. He then fired Pacific Law  
23 Center—as was his right. Pacific Law Center refunded all the money Saadat-Nejad's family had  
24 advanced, even though it had obviously earned some, if not all of, that retainer.

25 8. Shortly thereafter, Saadat-Nejad became dissatisfied with Pacific Law Center's  
26 representation, terminated its representation of him and began a course of conduct, including  
27 posting disparaging comments about Pacific Law Center on the internet calculated to interfere  
28 with and damage it and its business operations.

1           9.       On September 20, 2006, Saadat-Nejad registered and obtained ownership of the  
2 internet domain name "pacificlawcenters.com," which is confusingly similar to the internet  
3 domain names registered to Pacific Law Center and sites it uses.

4           10.       He maintained registration of the internet domain name of, and operated the  
5 internet site at, "pacificlawcenters.com" with the intent of (1) intercepting actual and potential  
6 clients of Pacific Law Center and the general public who use internet search engines "key word"  
7 search features which would otherwise lead them to Pacific Law Center's internet site(s), (2)  
8 intercepting consumers who have added the letter "s" to Pacific Law Center's true internet site  
9 name(s) in attempting to find plaintiffs internet site; and (3) once consumers enter Saadat-Nejad's  
10 internet site, exposing them to its content, which is intended and designed to disparage and harm  
11 the goodwill of Pacific Law Center, attempt to dissuade actual and potential clients from doing  
12 business with Pacific Law Center and to entice them to communicate by email with Saadat-Nejad  
13 and to visit another internet site which is owned and operated by Saadat-Nejad under the internet  
14 domain name "ushostage.com."

15           11.       Saadat-Nejad has made clear that he will not stop using the Pacific Law Center  
16 mark and tradename. He further made clear that he intended to continue his vendetta against  
17 Pacific Law Center arising out of its representation of him in state court.

18           12.       Saadat-Nejad, through a lawyer purporting to represent him, told Pacific Law  
19 Center that unless it pays him \$500,000 he will continue to use its domain name. Saadat-Nejad  
20 reiterated that threat at a meeting at Solomon Ward's office.

21           13.       Pacific Law Center knows that it has lost clients as a result of Saadat-Nejad's  
22 misappropriation of its trade name and its domain name.

23           14.       Solomon Ward Seidenwurm & Smith, LLP is a professional law corporation in San  
24 Diego, that is, and has been for 30 years, known and practicing throughout California and across  
25 the country.

26           15.       Solomon Ward has used the exclusive service marks and trade names "Solomon  
27 Ward Seidenwurm & Smith" and "Solomon Ward" in its professional business. Solomon Ward  
28 has registered the internet domain names "swsslaw.com" and "solomonward.com" and has

1 operated internet sites at swsslaw.com to make the public aware of its professional practice.

2 16. Solomon Ward has over the years built up valuable goodwill in its service marks  
3 and trade names and the general public has come to associate those names exclusively with  
4 Solomon Ward's professional practice in San Diego, throughout California and across the nation.

5 17. On March 10 or 11, 2007, Saadat-Nejad obtained a confusingly similar domain  
6 name "solomonwardlawfirm.com."

7 18. Saadat-Nejad maintained registration of that internet domain name and operated the  
8 internet site at solomonwardlawfirm.com with the intent of (1) intercepting actual and potential  
9 clients of Solomon Ward and the general public who use internet search engines' "keyword"  
10 search features which would otherwise lead them to Solomon Ward's internet sites; (2)  
11 intercepting clients who have added "law firm" to Solomon Ward's true internet site name in an  
12 attempt to find Solomon Ward; and (3) once clients enter Saadat-Nejad internet site, exposing  
13 them to its conduct which is intended and designed to disparage and harm the goodwill of  
14 Solomon Ward, attempting to dissuade actual and potential clients from doing business with  
15 Solomon Ward and to entice them to communicate by email with Saadat-Nejad and to visit  
16 another internet site which is owned and operated by Saadat-Nejad under the internet domain  
17 name "ushostage.com." He has also registered and used solomonwardsandiego.com.

18 19. Saadat-Nejad has made clear that he will not stop using the Solomon Ward mark  
19 and trade name. He further made clear that he intended to continue his vendetta against Solomon  
20 Ward because it represented Pacific Law Center in both the state and this action.

21 20. Saadat-Nejad, through a lawyer purporting to represent him, told Pacific Law  
22 Center that unless it pays him \$500,000 he will continue to use its domain name. Saadat-Nejad  
23 reiterated that threat at the meeting Friday evening at Solomon Ward's office.

24 21. Solomon Ward has already had inquiries about the pirate site that Saadat-Nejad has  
25 used.

26 22. Pacific Law Center and Solomon Ward have already suffered irreparable harm as a  
27 result of Saadat-Nejad's conduct and they will continue to suffer irreparable harm unless this  
28 Court stops him. There is no way accurately to determine the whole of the harm that Saadat-

1 Nejad has done to Pacific Law Center and Solomon Ward and their reputation and the reputation  
2 of their attorneys. As a result, money damages are inadequate to repair that harm. In that respect,  
3 Pacific Law Center and Solomon Ward have suffered and continues to suffer irreparable harm and  
4 will do so until this Court stops Saadat-Nejad.

5 I declare on penalty of perjury under the laws of the State of California and United States  
6 of America that the facts set forth in this declaration are true and correct, based on my own  
7 personal knowledge, and that I executed this declaration in San Diego, California on  
8 November 15, 2007 at San Diego, California.

9 /s/ Edward J. McIntyre  
10 EDWARD J. MCINTYRE

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I caused the **DECLARATION OF EDWARD J. MCINTYRE IN SUPPORT OF PACIFIC LAW CENTER AND SOLOMON WARD SEIDENWURM & SMITH, LLP'S APPLICATION FOR A PERMANENT INJUNCTION** to be served in the following manner:

Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

**Electronic Mail Notice List**

**NONE.**

The following party who is not on the list to receive e-mail notices for this case. He therefore requires manual noticing, via Federal Express:

Shahrokh Saadat-Nejad  
3713 Mt. Ashmun Place  
San Diego, CA 92111  
**VIA FEDERAL EXPRESS**

/s/ Edward J. McIntyre  
EDWARD J. MCINTYRE