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11 SUMMIT ENTERTAINMENT, LLC

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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES
BY 

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 WESTERN DIVISION

15 SUMMIT ENTERTAINMENT, LLC,
16 a Delaware limited liability company,

17 Plaintiff,

18 v.

19 ZAZZLE.COM, INC., a California
20 corporation,

21 Defendant.

CV 09 07691 GW (JCx)

**COMPLAINT FOR FALSE
DESIGNATION OF ORIGIN,
TRADEMARK INFRINGEMENT,
TRADEMARK DILUTION,
COPYRIGHT INFRINGEMENT,
AND UNFAIR COMPETITION**

(Demand For Jury Trial)

22 Plaintiff Summit Entertainment, LLC ("Summit"), for its complaint against
23 defendant Zazzle.com, Inc. ("Zazzle" or "Defendant"), alleges as follows:

24 **JURISDICTION**

25 1. This action arises under the trademark and anti-dilution laws of the
26 United States, 15 U.S.C. § 1125, *et seq.*; the Copyright Act of 1976, as amended,
27 17 U.S.C. § 101, *et seq.*; and under the statutory and common law of unfair
28 competition. This Court has jurisdiction under 28 U.S.C. § 1331 because this
action arises under the laws of the United States; under 28 U.S.C. § 1338(a) and
(b), 15 U.S.C. § 1121, and 17 U.S.C. § 501 because this action arises under the
trademark and copyright laws of the United States; and under 28 U.S.C. § 1367
with respect to certain claims that form part of the same case and controversy as

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ORIGINAL

1 those claims that are subject to this Court's jurisdiction.

2 2. Venue is proper under 28 U.S.C. §§ 1391(b) and (c) in this case
3 because Summit resides in this District, and on information and belief, Defendant is
4 subject to personal jurisdiction in this District, and/or a substantial part of the
5 events or omissions giving rise to property that is the subject of the action is
6 situated in this District.

7 **PARTIES**

8 3. Summit is a Delaware limited liability company having its principal
9 place of business in Santa Monica, California.

10 4. On information and belief, Zazzle is a California corporation having its
11 principal place of business in Redwood City, California.

12 **FACTS**

13 **Summit's Business and the Twilight Series**

14 5. Since 1991, Summit and its predecessors have been an active
15 participant in the motion picture industry. Summit has produced and distributed
16 films and related entertainment products, and has also been involved in motion
17 picture financing, production, and distribution services.

18 6. Summit has also been involved in licensing trademarks associated with
19 the motion pictures it produces and distributes for merchandise sales.

20 7. Summit is the producer and distributor for the movies based on the
21 immensely popular series of vampire-romance novels by Stephenie Meyer,
22 *Twilight*, *New Moon*, *Eclipse* and *Breaking Dawn*.

23 8. The first film, *Twilight*, was released in the United States on November
24 21, 2008, but was promoted for many months prior to its release. The second
25 movie, *The Twilight Saga: New Moon*, is scheduled for release in the United States
26 on November 20, 2009. The third movie, *The Twilight Saga: Eclipse*, is scheduled
27 for release in the United States on June 30, 2010. The fourth movie in the series,
28 *The Twilight Saga: Breaking Dawn*, will likely be released in 2011.

1 9. The four films (the “Twilight Series”) are about a teenage girl, Isabella
2 (“Bella”) Swan, who falls in love with a vampire, Edward Cullen. Bella’s other
3 suitor in the films is Jacob Black, a werewolf. Other notable characters in the
4 Twilight Series include Dr. Carlisle Cullen, Edward’s adopted father and leader of
5 the Cullen coven of vampires; Esme Cullen, Dr. Carlisle’s vampire wife; Alice and
6 Emmett Cullen, Edward’s adopted vampire siblings; Rosalie Hale, Emmet’s
7 vampire wife; Jasper Hale, Alice’s husband; and Seth Clearwater, a werewolf.

8 10. The Twilight Series enjoys a large base of enthusiastic fans. The first
9 movie in the series, *Twilight*, was an enormous success, grossing more than \$380
10 million at the box office worldwide. Summit has expended significant resources
11 producing and marketing the second motion picture, *The Twilight Saga: New Moon*
12 and the series as a whole.

13 **Summit’s Trademarks and Copyrights**

14 11. Summit is the owner of many copyright, trademark, merchandising,
15 distribution, and other intellectual property rights in and to the Twilight Series
16 motion pictures. The Twilight Series intellectual property rights and, in particular,
17 the merchandising rights, are extremely valuable. Accordingly, any interference or
18 infringement of those rights damages Summit and its relationship with its licensees.

19 12. Summit owns the trademarks TWILIGHT, TWILIGHT (stylized)
20 NEW MOON and several word marks related to the Twilight Series, including the
21 marks TEAM CULLEN, TEAM EDWARD, TEAM JACOB and VOLTURI, and
22 owns several pending federal trademark applications to register those marks for
23 clothing, jewelry, accessories, stickers and numerous other products.

24 13. Summit also owns several pending federal trademark applications for
25 designs representing the Cullen family crest from the Twilight Series, with and
26 without the word mark CULLEN, as depicted in the exemplar below:

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Figure 1: Sample Cullen family crest



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6 14. Collectively, Summits trademarks related to the Twilight Series are
7 referred to herein as the “TWILIGHT Marks.”

8 15. Summit has licensed the TWILIGHT Marks to third parties to sell on
9 clothing and other products. Summit began licensing the TWILIGHT Marks for
10 the sale of merchandise since at least as early as June 2008, and its licensees
11 continue to sell such products.

12 16. Summit is the copyright owner of all publicity, promotional, unit, and
13 special shoot photography and artwork created for the Twilight Series. Each such
14 resulting image or photograph therefrom is an original work of authorship and is a
15 copyrightable subject matter under the laws of the United States (collectively, the
16 “Images”).

17 17. Summit has licensed its Images to third parties to promote the Twilight
18 Series, as well as merchandising products related to the Twilight Series and bearing
19 the TWILIGHT Marks.

20 **Defendant Zazzle and Its Infringing Conduct**

21 18. Zazzle operates a website at <www.zazzle.com> (“the Website”),
22 which sells print-on-demand merchandise. Namely, Zazzle offers an Internet-based
23 service that allows individuals and businesses to create, buy and sell customized
24 merchandise. A Zazzle user can upload design images to print on merchandise for
25 his own purchase or to set up an online “store,” hosted by Zazzle, and sell the
26 customized merchandise to other consumers. Zazzle prints the user’s image on the
27 merchandise, ships the product to the user or his designated customer, and displays
28 images of the available merchandise on the Website.

1 19. Summit licenses the Twilight Marks and other intellectual property
2 from the Twilight Series to numerous licensees, including for the sale of
3 merchandise. Zazzle’s sale of merchandise related to the Twilight Series diverts
4 potential business from Summit and its licensees.

5 20. Zazzle does not have any license with Summit and has no authorization
6 to use the trademarks, copyrights and other intellectual property rights associated
7 with the Twilight Series, including the Twilight Marks.

8 21. Since 2008, Zazzle has been marketing and selling literally tens of
9 thousands of unauthorized merchandise utilizing copyrighted and trademarked
10 elements of the Twilight Series, including phrases, images and character names,
11 and trading on the goodwill of the Twilight Series (collectively, the “Infringing
12 Products”). A recent search on the Zazzle website for the term “Twilight”
13 displayed links to more than 19,000 products, and a search for the term “New
14 Moon” displayed links to more than 47,000 products, the vast majority of which
15 directly and in the context of the Zazzle website reference the Twilight Series and
16 its characters.

17 22. To name a few examples of this widespread infringement, a review of
18 Zazzle’s website on various days revealed the following Infringing Products
19 available for purchase:

20 a. Accessories depicting marketing artwork created by
21 Summit for the motion picture *Twilight* and verbal references to the title of the film
22 or its characters, such as the mouse pad shown below:

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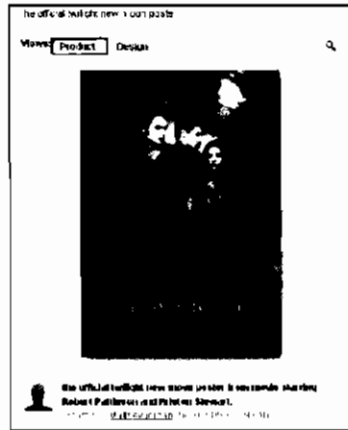
Figure 2
(Zazzle.com, Jan. 20, 2009)



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b. Posters and other paper products depicting marketing artwork created by Summit for the Twilight Series motion pictures, such as the “New Moon” poster below with the product description, “the official twilight new moon poster from movie starring Robert Pattinson and Kristen Stewart.”

Figure 3
(Zazzle.com, Sept. 27, 2009)



c. Thousands of hats, T-shirts and other apparel products displaying clear references to the Twilight Series, such as the phrases “Team Edward” or “Twilight Girl” as shown below.

Figure 4
(Zazzle.com Aug. 28, 2009)

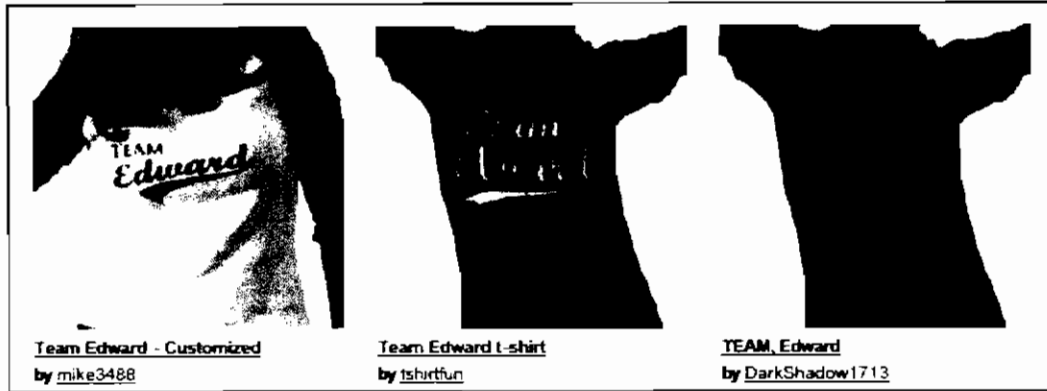
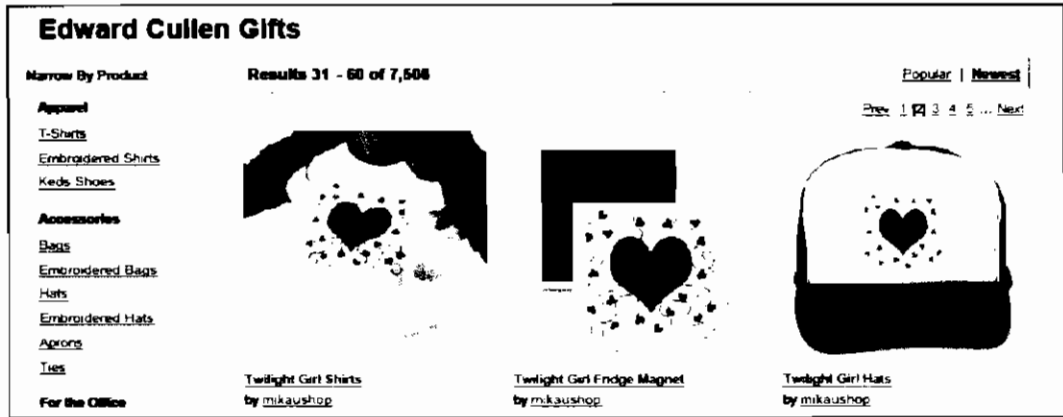


Figure 5
(Zazzle.com, Oct. 1, 2009)



d. Adhesive stickers, clothing and other products bearing the Cullen family crest, as shown below.

Figure 6
(Zazzle.com,
Oct. 1, 2009)



Figure 7
(Zazzle.com,
Jan. 20, 2009)

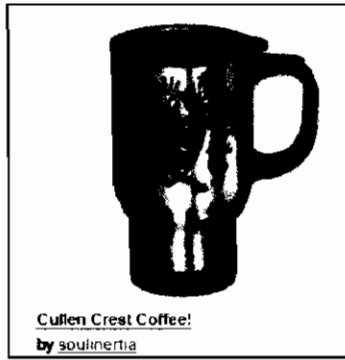
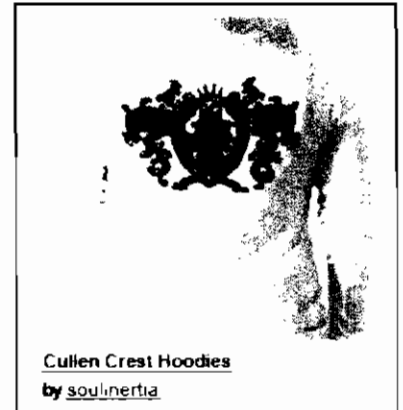
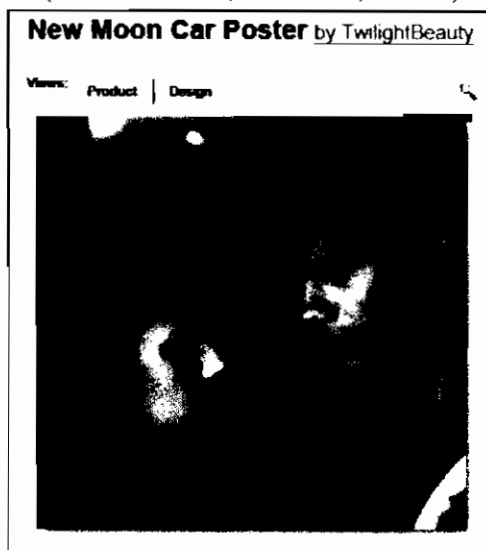


Figure 8
(Zazzle.com,
Jan. 20, 2009)



1 e. Posters and other products with photographs of characters
2 from the Twilight Series, including the “New Moon Car Poster” below, depicting
3 the title *New Moon*, with the product description, “Very nice looking poster you
4 won’t find in stores right now. Maybe when the movie is over but, Let’s just say it’s
5 an inside look at it.”

6 Figure 8
7 (Zazzle.com, Oct. 13, 2009)



16 23. The above examples are but a small sample of the rampant
17 infringement of Summit’s copyrights and trademark rights that occurs every day on
18 Zazzle’s website, which offers for sale literally tens of thousands of Infringing
19 Products.

20 24. Zazzle also tags, or allows users to tag, such products with the names
21 of titles and characters from the Twilight Series, or related phrases, including some
22 or all of the TWILIGHT Marks. Such practice bolsters the Infringing Products’
23 association with the Twilight Series and causes such products to appear when a user
24 inputs such phrases into Zazzle’s search function.

25 25. Zazzle uses Summit’s intellectual property rights in the Twilight
26 Series to advertise and market the Zazzle website, including paying for ad
27 placements on unofficial Twilight Series fan websites.

1 **Notice to Zazzle of Its Infringing Conduct**

2 26. On or about November 10, 2008, Summit sent Zazzle a letter
3 demanding that Zazzle cease and desist its trademark and copyright infringement.
4 A true and correct copy of Summit's November 10, 2008 demand letter to Zazzle is
5 attached hereto as **Exhibit A**.

6 27. Additionally, on or about August 13, 2009, Summit again wrote to
7 Zazzle demanding that Zazzle disable search functions for terms relating to the
8 Twilight Series, remove the Infringing Products from its website and otherwise
9 cease and desist from its infringing activity. A true and correct copy of Summit's
10 August 13, 2009 demand letter to Zazzle is attached hereto as **Exhibit B**.

11 28. Despite Summit's demands, Zazzle continues to advertise, market, and
12 offer for sale merchandise that infringes on Summit's rights in and to the Twilight
13 Series, continues to tag such merchandise with terms that include the TWILIGHT
14 Marks and, on information and belief, continues to advertise its products and
15 services using the TWILIGHT Marks.

16 **FIRST CAUSE OF ACTION**

17 **(False Designation of Origin – 15 U.S.C. § 1125(a))**

18 29. Summit repeats and realleges each and every allegation of paragraphs 1
19 through 28, above, as though fully set forth herein.

20 30. Zazzle's actions as alleged herein constitute a false designation of
21 origin in violation of 15 U.S.C. § 1125(a).

22 31. The use of Summit's TWILIGHT Marks by Zazzle constitute a false
23 designation of origin and a false description or representation that wrongfully and
24 falsely designates the Infringing Products as originating from Summit, or being
25 associated with or authorized by Summit.

26 32. As a direct and proximate result of Zazzle's wrongful acts, Summit has
27 suffered and continues to suffer and/or is likely to suffer damage to its trademarks,
28 business reputation, and goodwill. Zazzle will continue to use and/or will restart

1 the use of, unless restrained, the TWILIGHT Marks and will cause irreparable
2 damage to Summit. Summit has no adequate remedy at law and is entitled to an
3 injunction restraining Zazzle, its officers, agents, and employees, and all persons
4 acting in concert with Zazzle, from engaging in further acts of false designation of
5 origin.

6 33. Summit is further entitled to recover from Zazzle the actual damages
7 that it sustained and/or is likely to sustain as a result of Zazzle's wrongful acts.
8 Summit is presently unable to ascertain the full extent of the monetary damages that
9 it has suffered and/or is likely to sustain by reason of Zazzle's acts of false
10 designation of origin.

11 34. Summit is further entitled to recover from Zazzle the gains, profits, and
12 advantages that Zazzle has obtained as a result of its wrongful acts. Summit is
13 presently unable to ascertain the extent of the gains, profits, and advantages that
14 Zazzle has realized by reason of its acts of false designation of origin.

15 35. Because of the willful nature of Zazzle's wrongful acts, Summit is
16 entitled to an award of treble damages and increased profits pursuant to 15 U.S.C.
17 § 1117 and destruction of the Infringing Products under 15 U.S.C. § 1118.

18 36. Summit is also entitled to recover its attorneys' fees and costs of suit
19 pursuant to 15 U.S.C. § 1117.

20 **SECOND CAUSE OF ACTION**

21 **(Trademark Infringement)**

22 37. Summit repeats and realleges each and every allegation of paragraphs
23 1 through 36, above, as though fully set forth herein.

24 38. Summit has used the TWILIGHT Marks, including to identify its
25 products relating to the Twilight Series, before Zazzle began promoting and selling
26 the Infringing Products or otherwise used the TWILIGHT Marks.

27 39. Zazzle has used in commerce, without Summit's permission, the
28 TWILIGHT MARKS in a manner that is likely to cause confusion with respect to

1 the source and origin of Zazzle's Infringing Products and is likely to cause
2 confusion or mistake and to deceive purchasers as to the affiliation, connection, or
3 association of Summit with Zazzle and/or its products.

4 40. Zazzle's acts constitute infringement of the TWILIGHT Marks in
5 violation of the common law.

6 41. As a direct and proximate result of Zazzle's wrongful acts, Summit has
7 suffered and continues to suffer and/or is likely to suffer damage to its trademark,
8 business reputation, and goodwill. Zazzle will continue to use and/or will restart
9 the use of, unless restrained, the TWILIGHT Marks and will cause irreparable
10 damage to Summit. Summit has no adequate remedy at law and is entitled to an
11 injunction restraining Zazzle, its officers, agents, and employees, and all persons
12 acting in concert with Zazzle, from engaging in further acts of infringement.

13 42. Summit is further entitled to recover from Zazzle the actual damages
14 that it sustained and/or is likely to sustain as a result of Zazzle's wrongful acts.

15 43. Summit is further entitled to recover from Zazzle the gains, profits, and
16 advantages that Zazzle has obtained as a result of its wrongful acts.

17 44. Because of the willful nature of Zazzle's wrongful acts, Summit is
18 entitled to an award of punitive damages under the common law.

19 **THIRD CAUSE OF ACTION**

20 **(Dilution--15 U.S.C. § 1125(c); Cal. Bus. & Prof. Code § 14330)**

21 45. Summit repeats and realleges each and every allegation of paragraphs 1
22 through 44, above, as though fully set forth herein.

23 46. Summit has used the TWILIGHT Marks to identify its products
24 relating to the Twilight Series before Zazzle began promoting and selling the
25 Infringing Products or otherwise used the TWILIGHT Marks. The TWILIGHT
26 Marks are inherently distinctive and have acquired distinction through Summit's
27 extensive, continuous, and exclusive use of the TWILIGHT Marks.

28 47. The TWILIGHT Marks are famous and distinctive within the meaning

1 of 15 U.S.C. §§ 1125(c)(1) and 1127 and Cal. Bus. & Prof. Code § 14330.

2 48. Zazzle's use of the TWILIGHT Marks is likely to dilute the distinctive
3 quality of Summit's mark in violation of 15 U.S.C. § 1125(c) and Cal. Bus. & Prof.
4 Code § 14330.

5 49. Zazzle's acts complained of herein are likely to damage Summit
6 irreparably. Summit has no adequate remedy at law for such wrongs and injuries.
7 The damage to Summit includes harm to its trademarks, goodwill, and reputation
8 that money cannot compensate. Summit is, therefore, entitled to a preliminary and
9 permanent injunction enjoining Zazzle's use of the TWILIGHT Marks in
10 connection with the promotion, advertisement and sale of any goods by Zazzle.

11 50. Summit is further entitled to recover from Zazzle its actual damages
12 sustained by Summit as a result of Zazzle's wrongful acts. Summit is presently
13 unable to ascertain the full extent of the monetary damages it has suffered by reason
14 of Zazzle's acts of dilution.

15 51. Summit is further entitled to recover from Zazzle the gains, profits, and
16 advantages Zazzle has obtained as a result of its wrongful acts. Summit is presently
17 unable to ascertain the extent of the gains, profits and advantages Zazzle has
18 realized by reason of Zazzle's willful acts of dilution.

19 52. Because of the willful nature of Zazzle's actions, Summit is entitled to
20 all remedies available under 15 U.S.C. §§ 1117 and 1118.

21 **FOURTH CAUSE OF ACTION**

22 **(Copyright Infringement)**

23 53. Summit repeats and realleges each and every allegation of paragraphs 1
24 through 52, above, as though fully set forth herein.

25 54. The Images are each an original work of authorship and a
26 copyrightable subject matter under the laws of the United States. The Images were
27 fixed in a tangible medium by creation of artwork, development of a photograph
28 and/or uploading of an image to a hard drive. Certain of the Images are from the

1 motion picture *Twilight*, which is the subject of a valid copyright registration. A
2 true and correct copy the registration for the motion picture *Twilight* is attached
3 hereto as **Exhibits C**.

4 55. Summit is the copyright owner of the Images, and at all times relevant
5 to the Complaint, Summit is and has been the sole exclusive authorized licensor of
6 the Images in the United States in connection with the issuance of licenses for use
7 of the Images.

8 56. Zazzle had access to the Images because certain Images were derived
9 from the *Twilight* motion picture, which was theatrically released throughout the
10 United States and recently on DVD, and such motion picture has been a huge
11 success, and because those and other Images were used publicly in marketing and
12 promoting the films *Twilight* and *The Twilight Saga: New Moon*.

13 57. Zazzle has violated Summit's exclusive rights in and to the Images by
14 unlawfully using, reproducing, and distributing the Images on the Website and in
15 marketing and advertising for the Website without authorization.

16 58. Upon information and belief, Zazzle was at all material times aware
17 that its use of the Images in the absence of a valid license agreement, would
18 constitute copyright infringement. Summit had not granted to Zazzle any right or
19 license to use the Images in any manner whatsoever.

20 59. Summit is informed and believes and on that basis alleges that Zazzle
21 had full knowledge that its acts are wrongful and unlawful and has continued to
22 infringe said copyright, throughout the United States and various other territories of
23 the world. Zazzle's respective infringing acts were and continue to be committed
24 willfully.

25 60. By reason of the foregoing, Summit has suffered damages in an
26 amount to be determined at trial, and is entitled, at its election, to either (a) all
27 damages suffered by Summit, along with all gains, profits and advantages derived
28 by Zazzle from the acts of infringement, plus exemplary and punitive damages in

1 amounts to be proven at trial, or (b) statutory damages as provided for in the
2 Copyright Act of the United States.

3 61. Summit is also entitled to attorneys' fees under the Copyright Act.

4 **FIFTH CAUSE OF ACTION**

5 **(Statutory and Common Law Unfair Competition)**

6 62. Summit repeats and realleges each and every allegation of paragraphs 1
7 through 61, above, as though fully set forth herein.

8 63. By reason of the foregoing, Zazzle has been, and is, engaged in
9 "unlawful, unfair or fraudulent business practices" in violation of §§ 17200 *et seq.*
10 of the California Bus. & Prof. Code and acts of unfair competition in violation of
11 the common law.

12 64. Zazzle's acts complained of herein have damaged and will continue to
13 damage Summit irreparably. Summit has no adequate remedy at law for these
14 wrongs and injuries. The damage to Summit includes harm to its trademarks,
15 goodwill, and reputation in the marketplace that money cannot compensate.
16 Summit is therefore entitled to: (a) injunctive relief restraining and enjoining
17 Zazzle and its agents, servants, employees, and attorneys, and all persons acting
18 thereunder, in concert with, or on their behalf, from using the TWILIGHT Marks,
19 any colorable imitation or variation thereof, or any mark, name, symbol, or logo
20 which is confusingly similar thereto, in connection with the marketing or sale of
21 any goods or services by Zazzle; (b) injunctive relief restraining and enjoining
22 Zazzle and its agents, servants, employees, and attorneys, and all persons acting
23 thereunder, in concert with, or on their behalf, from reproducing the Images owned
24 by Summit in connection with the marketing or sale of any goods or services by
25 Zazzle; (c) Summit's actual damages sustained as a result of Zazzle's wrongful
26 acts; (d) an accounting of Zazzle's profits from their sales of any products bearing
27 the TWILIGHT Marks or any other goods which make use of the TWILIGHT
28 Marks or the Images; (e) the award of Zazzle's unjust profits, as well as sums

1 sufficient to compensate Summit for all harm suffered as a result of Zazzle's
2 conduct; and (f) punitive damages.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Summit prays that this Court enter judgment against
5 Defendant as follows:

6 1. Finding that Defendant has violated 15 U.S.C. § 1125(a) and the
7 common law, has infringed the TWILIGHT Marks under the common law, has
8 infringed Summit's copyright under 17 U.S.C. § 501, has violated 15 U.S.C. §
9 1125(c)(1) and Cal. Bus. & Prof. Code § 14330, violated Cal. Bus. & Prof. Code §
10 17200 and the common law by engaging in unlawful, unfair, and fraudulent
11 business practices;

12 2. Ordering that Defendant and its subsidiaries, officers, agents, servants,
13 directors, employees, servants, partners, representative, assigns, successors, related
14 companies, and attorneys and all persons in active concert or participation with
15 Defendant or with any of the foregoing be enjoined preliminarily during the
16 pendency of this action and permanently thereafter from:

17 a. Manufacturing, transporting, promoting, importing,
18 advertising, publicizing, distributing, offering for sale, or selling any goods bearing
19 the TWILIGHT Marks or any other mark, name, symbol, or logo which is likely to
20 cause confusion or to cause mistake or to deceive persons into the erroneous belief
21 that any goods that Defendant caused to enter the stream of commerce are
22 sponsored, licensed, or endorsed by Summit, are authorized by Summit, or are
23 connected or affiliated in some way with Summit or the Twilight Series;

24 b. Manufacturing, transporting, promoting, importing,
25 advertising, publicizing, distributing, offering for sale, or selling any goods bearing
26 the TWILIGHT Marks or any other mark, name, symbol, or logo that is a copy or
27 colorable imitation of, incorporates, or is confusingly similar to the TWILIGHT
28 Marks;

1 c. Falsely implying Summit's endorsement of Defendant's
2 goods or engaging in any act or series of acts which, either alone or in combination,
3 constitutes unfair methods of competition with Summit and from otherwise
4 interfering with, or injuring the TWILIGHT Marks or the goodwill associated
5 therewith;

6 d. Copying, displaying, featuring, or using the Images or any
7 other copyrightable subject matter created or owned by Summit for the Twilight
8 Series, or any works substantially similar thereto, or engaging in any act in
9 violation of Summit's copyrights;

10 e. Engaging in any act which is likely to dilute the
11 distinctive quality of the TWILIGHT Marks and/or injures Summit's business
12 reputation;

13 f. Representing or implying that Defendant is in any way
14 sponsored by, affiliated with, or endorsed or licensed by Summit; or

15 g. Knowingly assisting, inducing, aiding, or abetting any
16 other person or business entity in engaging in or performing any of the activities
17 referred to in paragraphs 2(a) to (f) above.

18 3. Ordering that Summit is the exclusive owner of the TWILIGHT Marks
19 and that such marks are valid;

20 4. Ordering that Summit is the exclusive owner of the copyrights in the
21 Images and that such copyrights are valid.

22 5. Ordering that Defendant be required to deliver to Summit for
23 destruction all Infringing Products, which bear the TWILIGHT Marks or any other
24 trademarks, names, logo, trade dress, or packaging that are confusingly or
25 substantially similar to the TWILIGHT Marks;

26 6. Granting an award of damages suffered by Summit according to proof
27 at the time of trial;

28 7. Ordering that Defendant account to Summit for any and all profits

1 earned as a result of Defendant's acts of infringement in violation of Summit's
2 rights under the Lanham Act, the Copyright Act, Cal. Bus. & Prof. Code § 17200,
3 *et seq.*, and the common law;

4 8. Granting an award of three times the amount of compensatory
5 damages and increased profits pursuant to 15 U.S.C. § 1117;

6 9. Granting an award of statutory damages pursuant to 17 U.S.C. §
7 504(c);

8 10. Granting an award of punitive damages for the willful and wanton
9 nature of Defendant's aforesaid acts;

10 11. For pre-judgment interest on any recovery by Summit;

11 12. Granting an award of Summit's costs, expenses, and reasonable
12 attorney's fees; and

13 13. Granting such other and further relief as is just and proper.

14 Respectfully submitted,
15 MANATT, PHELPS & PHILLIPS, LLP

16 By: 
17 Jill M. Pietrini
18 *Attorneys for Plaintiff*
19 SUMMIT ENTERTAINMENT, LLC

20 Dated: October 22, 2009

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JURY DEMAND

Summit demands a trial by jury of all issues triable by jury.

Respectfully submitted,

MANATT, PHELPS & PHILLIPS, LLP

Dated: October 22, 2009

By: 
Jill M. Pietrini
Attorneys for Plaintiff
SUMMIT ENTERTAINMENT, LLC

200001825.3

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) SUMMIT ENTERTAINMENT, LLC, a Delaware limited liability company	DEFENDANTS ZAZZLE.COM.INC., a California corporation
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) MANATT, PHELPS & PHILLIPS, LLP Jill M. Pietrini (SBN 138335) jpietrini@manatt.com 11355 West Olympic Boulevard Los Angeles, CA 90064-1614 Telephone: (310) 312-4000; Facsimile: (310) 312-4224	Attorneys (If Known) WILSON SONSINI GOODRICH & ROSATI Aaron Hendelman ahendelman@wsgr.com 650 Page Mill Road Palo Alto, CA 94304 Telephone: (650) 493-9300, Fax: (650) 493-6811

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

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

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Complaint for False Designation of Origin – 15 U.S.C. § 1125(a); Trademark Infringement, Dilution--15 U.S.C. § 1125(c); Cal. Bus. & Prof. Code § 14330; Copyright Infringement; Statutory and Common Law Unfair Competition; and Breach of Contract)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 22 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities – Employment <input type="checkbox"/> 446 American with Disabilities – Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 61 HIA(1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW 405(g) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: **CV09 07691**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.