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 ZYNGA GAME NETWORK INC.

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

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 10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA
 12 WESTERN DIVISION

13 ZYNGA GAME NETWORK INC., a
 14 Delaware Corporation,

15 Plaintiff,

16 v.

17 PLAYERAUCTIONS.COM, an
 18 unknown business entity,
 19 Defendant.

CASE NO. CV 10-2576 CBM
 (JCX)

20 COMPLAINT FOR:

- 21 (1) COPYRIGHT INFRINGEMENT (17 U.S.C. § 501);
- 22 (2) CONTRIBUTORY COPYRIGHT INFRINGEMENT;
- 23 (3) VICARIOUS COPYRIGHT INFRINGEMENT;
- 24 (4) FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a));
- 25 (5) UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200);
- 26 (6) STATE COMMON LAW TRADEMARK INFRINGEMENT;
- 27 (7) COMMON LAW PASSING OFF AND UNFAIR COMPETITION;
- 28 (8) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

DEMAND FOR JURY TRIAL

1 Plaintiff Zynga Game Network Inc. ("Zynga") brings this Complaint against
2 defendant PLAYERAUCTIONS.COM ("Defendant") for injunctive relief and
3 damages under the laws of the United States and the State of California.

4 Nature of the Action

5 1. This is an action for direct, contributory, and vicarious copyright
6 infringement in violation of the United States Copyright Act, 17 U.S.C. § 501;
7 violation of the federal Lanham Act, 15 U.S.C. §§ 1125(a); violation of the California
8 statutory law of unfair competition, Cal. Bus. & Prof. Code § 17200; California
9 common law trademark infringement, passing off and unfair competition; and for
10 intentional interference with contractual relations.

11 The Parties

12 2. Plaintiff Zynga is a corporation organized and existing under the laws of
13 the State of Delaware and has its principal place of business in San Francisco,
14 California.

15 3. On information and belief, Defendant PLAYERAUCTIONS.COM is an
16 unknown business entity, having its principal place of business in Los Angeles,
17 California. Zynga is unaware of the state of organization or incorporation, if any, of
18 Defendant PLAYERAUCTIONS.COM.

19 Jurisdiction and Venue

20 4. This action arises under the copyright laws of the United States, 17
21 U.S.C. § 101, *et seq.*, the trademark laws of the United States, 15 U.S.C. § 1051, *et*
22 *seq.*, particularly under 15 U.S.C. §§ 1125(a); state unfair competition law; the
23 common law of trademark infringement, passing off and unfair competition; and the
24 common law of intentional interference with contractual relations. This Court has
25 jurisdiction of the federal claims under 28 U.S.C. §§ 1331 and 1338, and 15 U.S.C. §§
26 1116, 1121, and 1125. This Court has supplemental jurisdiction of the state unfair
27 competition claims under 28 U.S.C. § 1338(b), those claims being joined with a
28 substantial and related claim under the Trademark Laws of the United States, and

1 supplemental jurisdiction of all of the state law claims under 28 U.S.C. § 1367(a),
2 those claims being so related to the federal claims that they form part of the same case
3 or controversy and derive from a common nucleus of operative fact.

4 5. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(2).

5 Factual Allegations

6 6. Zynga is the largest social gaming company, providing, *inter alia*, online
7 poker games, word games, board games, role playing games and party games,
8 including but not limited to Zynga Poker, Mafia Wars, YoVille, FarmVille, Café
9 World, Vampires, Street Racing, Scramble and Word Twist. Zynga's games are
10 available on Facebook, MySpace, Bebo, Hi5, Friendster, Tagged, Yahoo!, the iPhone
11 and iPod Touch, among others.

12 7. Zynga's games have been a runaway success. In July, 2008, Zynga had
13 over 1.3 million daily active users and 20 million registered users. As of January 1,
14 2009, Zynga had over 75 million registered users. As of May 2009, Zynga had more
15 than 9.5 million daily users. Today, Zynga has over 100 million unique users playing
16 its games each month.

17 8. Some of Zynga's most popular properties include Zynga Poker, Mafia
18 Wars, FarmVille and YoVille.

19 9. Zynga Poker is a computerized version of the world famous Texas
20 Hold'Em Poker game for use on wireless devices and computers.

21 10. Zynga coined the trademark and service mark ZYNGA and has made use
22 of the mark ZYNGA in commerce since June 2007.

23 11. Zynga owns United States Federal Trademark Registration No. 3,685,749
24 for the mark ZYNGA in International Class 009 for downloadable computer game
25 software for use on wireless devices and computers, and International Class 041 for
26 entertainment services, namely providing on-line computer games. A true and correct
27 copy of federal Trademark Registration Certificate 3,685,749 is attached hereto as
28 Exhibit 1.

1 12. Zynga Poker is the subject of registration VA0001649268 and
2 TXu001611885 in the United States Copyright Office. True and correct records
3 reflecting these registrations are attached hereto as Exhibits 2 and 3.

4 13. Mafia Wars is a computer game for use on wireless devices and
5 computers that allows users to start a virtual Mafia family with their friends and
6 compete to become the most powerful family.

7 14. Zynga coined the service mark MAFIA WARS and has made use of the
8 service mark MAFIA WARS in commerce since September 2008. Zynga coined the
9 trademark MAFIA WARS and has made use of the trademark MAFIA WARS in
10 commerce since April 2009.

11 15. Zynga currently owns United States Federal Trademark Application
12 Serial No. 77772110 for the mark MAFIA WARS in International Class 009 for
13 downloadable computer game software for use on wireless devices and computers,
14 and International Class 041 for entertainment services, namely, providing on-line
15 computer games.

16 16. Mafia Wars is the subject of registration TX0006911230 in the United
17 States Copyright Office. A true and correct record reflecting this registration is
18 attached hereto as Exhibit 4.

19 17. FarmVille is a computer game for use on wireless devices and computers
20 that allows users to virtually "farm" with their friends by planting crops and raising
21 farm animals.

22 18. Zynga coined the trademark and service mark FARMVILLE and has
23 made use of the mark in commerce since June 19, 2009.

24 19. Zynga currently owns United States Federal Trademark Application
25 Serial No. 77804837 for the word mark FARMVILLE in International Class 009 for
26 downloadable computer software for use on wireless devices and computers, and
27 International Class 041 for entertainment services, namely, providing on-line
28 computer games.

1 20. Zynga also owns United States Federal Trademark Application Serial No.
2 77798840 for the FARMVILLE BY ZYNGA design mark in International Class 009
3 for downloadable computer software for use on wireless devices and computers, and
4 International Class 041 for entertainment services, namely, providing on-line
5 computer games.

6 21. FarmVille is the subject of registrations TXu001610517 and
7 TX0006960171 in the United States Copyright Office. True and correct records
8 reflecting these registrations are attached hereto as Exhibits 5 and 6.

9 22. YoVille is a computer game for use on wireless devices and computers
10 that allows users to hang out with their friends in a virtual world, playing games and
11 chatting in the virtual world that users help to build.

12 23. Zynga coined the trademark and service mark YOVILLE and has made
13 use of the mark in commerce since May 5, 2008.

14 24. Zynga currently owns United States Federal Trademark Application
15 Serial No. 77678316 for the mark YOVILLE in International Class 009 for
16 downloadable computer game software for use on wireless devices and computers,
17 and International Class 041 for entertainment services, namely, providing on-line
18 computer games.

19 25. The marks ZYNGA, MAFIA WARS, FARMVILLE, and YOVILLE (the
20 "Marks) are inherently distinctive, and furthermore, by virtue of the extensive online
21 sales and advertising under the Marks, the Marks have become well-known within
22 social gaming circles as a source identifier for the Zynga Poker, Mafia Wars,
23 FarmVille, and YoVille games (the "Games").

24 26. Zynga makes the Games available through social networking websites
25 and applications (collectively "Providers"), including but not limited to those
26 identified in Paragraph 6 above.

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1 27. Zynga owns or leases the computer servers that players must access in
2 order to play the Games. Zynga grants players who participate in the Games a
3 revocable license to access its servers for the purpose of playing the Games.

4 28. Zynga's Terms of Service govern users' play of the Games, and players
5 who use the Games must consent to the Terms of Service.

6 29. Players who use the Games in a manner not expressly authorized by
7 Zynga, including without limitation in violation of the Terms of Service, are not
8 authorized to participate in the Games, or to access Zynga's servers.

9 30. When users sign up with Zynga to play the Games, they receive a certain
10 amount of "Virtual Currency," including, but not limited to, chips, coins, cash and/or
11 points that they use to compete in the Games with other players using the Providers'
12 sites and/or applications. Players can increase their total amount of "Virtual
13 Currency" through their play, and can also purchase "Virtual Currency" from Zynga.

14 31. Players can use "Virtual Currency" to purchase various virtual, in-game
15 digital items ("Virtual Goods") in the Games.

16 32. Zynga grants players a limited, revocable license to use the "Virtual
17 Currency" or "Virtual Goods" while playing the Games, but retains sole and exclusive
18 ownership of the "Virtual Currency" or "Virtual Goods" and the source code that
19 allows the "Virtual Currency" or "Virtual Goods" to be used in the Games.

20 33. Zynga has not authorized any third party to sell the "Virtual Currency" or
21 "Virtual Goods" required to play the Games.

22 34. Among other things, the Terms of Service that govern users' play of the
23 Games prohibit users from selling "Virtual Currency" or "Virtual Goods" for real-
24 world money or otherwise exchanging "Virtual Currency" or "Virtual Goods" for
25 anything of value outside the Games.

26 35. Defendant operates a website at the Internet domain name
27 PLAYERAUCTIONS.COM (the "Website" or the "Domain Name").
28

1 36. Through the Website, without Zynga's authorization or approval,
2 Defendant allows sellers to post and "sell" "Virtual Currency" or "Virtual Goods" that
3 users, playing the Games through the Providers' websites and/or applications, can use
4 to compete with other players who obtained their "Virtual Currency" or "Virtual
5 Goods" directly from Zynga.

6 37. Defendant advertises the offers for sale and sale of the "Virtual
7 Currency" and "Virtual Goods" using the Marks.

8 38. Defendant profits from sales of the "Virtual Currency" and "Virtual
9 Goods" using the Marks.

10 39. The "Virtual Currency" and "Virtual Goods" for use in the Games "sold"
11 using Defendant's services are sold for real-world money, and at prices that are
12 substantially lower than the prices paid by users who obtain their "Virtual Currency"
13 or "Virtual Goods" from Zynga.

14 40. With Defendant's knowledge, Defendant's sellers have used the Games
15 themselves as part of Defendants' scheme, transferring the "Virtual Currency" or
16 "Virtual Goods" during game play in contravention of the Games' Terms of Service
17 and/or security measures, and in violation of the license they received from Zynga to
18 participate in the Games.

19 41. Zynga has never authorized Defendant to use the Marks, or to advertise
20 or assist in the sale of "Virtual Currency" or "Virtual Goods" for use in the Games,
21 nor has Zynga authorized Defendant or users of Defendant's services to use the
22 Games to transfer "Virtual Currency" or "Virtual Goods" that are "sold" through the
23 Website.

24 42. Defendant and users of its Website advertise and sell the "Virtual
25 Currency" and "Virtual Goods" using copyrighted images from Zynga Poker, Mafia
26 Wars and FarmVille via the Website.

27 43. Zynga has never authorized Defendant or users of its Website to use
28 images from Zynga Poker, Mafia Wars and FarmVille computer files.

1 44. Zynga is informed and believes, and on this basis alleges, that Defendant
2 has infringed Zynga's copyrights in the Zynga Poker, Mafia Wars and FarmVille
3 computer games by displaying and/or reproducing images and code from the Games
4 without authorization from Zynga. Defendant has acted with willful disregard of
5 Plaintiff's copyrights and Plaintiff has sustained substantial damage as a result thereof.

6 **FIRST CAUSE OF ACTION**

7 **(Federal Copyright Infringement)**

8 **(17 U.S.C. § 501)**

9 45. Zynga repeats, realleges and incorporates each and every allegation of the
10 foregoing paragraphs, as though fully set forth in this cause of action.

11 46. At all relevant times, Zynga has owned all applicable rights, titles and
12 interest in and to the Zynga Poker, Mafia Wars and FarmVille games.

13 47. Zynga has complied in all respects with Title 17 of the United States
14 Code, secured the exclusive rights and privileges in and to the above referenced
15 copyrights, and in compliance with the law has received from the Register of
16 Copyrights the appropriate certificates of registration, which constitute prima facie
17 evidence of the validity of the copyrights and of the facts stated in the certificates.

18 48. Defendant has infringed and continues to infringe Plaintiff's copyrights
19 by copying, using, distributing and reproducing images from Zynga Poker, Mafia
20 Wars and FarmVille without the consent of Plaintiff and in complete disregard of
21 Plaintiff's exclusive rights under copyright.

22 49. Defendant has acted with full knowledge of Plaintiff's rights under
23 copyright without regard for the damage to Plaintiff created by Defendant's activities.
24 Defendant's actions demonstrate an intentional, willful, and malicious intent to
25 infringe upon Plaintiff's copyrights to the great and irreparable injury to Plaintiff.

26 50. Defendant has unlawfully and wrongfully derived, and will continue to
27 derive, income and profits from its infringing acts.
28

1 51. Plaintiff has no adequate remedy at law. The said conduct of Defendant
2 has caused and, if not enjoined, will continue to cause irreparable damage to the rights
3 of Plaintiff. As a result of the Defendant's wrongful conduct, Plaintiff is entitled to
4 injunctive relief and damages in an amount to be proven at trial.

5 **SECOND CAUSE OF ACTION**

6 **(Contributory Copyright Infringement)**

7 52. Zynga repeats, realleges and incorporates each and every allegation of the
8 foregoing paragraphs, as though fully set forth in this cause of action.

9 53. Numerous individuals and entities directly infringed Plaintiff's
10 copyrighted works.

11 54. Defendant induced, caused and materially contributed to the infringing
12 acts of others by encouraging, inducing, allowing and assisting others to reproduce
13 and distribute Plaintiff's copyrighted works.

14 55. Defendant had actual and constructive knowledge of the infringing acts
15 relating to Plaintiff's copyrighted works.

16 56. Defendant's acts of infringement have been intentional, willful, and
17 purposeful, in disregard of and indifferent to the rights of Plaintiff.

18 57. Defendant has unlawfully and wrongfully derived, and will continue to
19 derive, income and profits from its infringing acts.

20 58. Plaintiff has no adequate remedy at law. The said conduct of Defendant
21 has caused and, if not enjoined, will continue to cause irreparable damage to the rights
22 of Plaintiff. As a result of the Defendant's wrongful conduct, Plaintiff is entitled to
23 injunctive relief and damages in an amount to be proven at trial.

24 59. The acts and conduct of Defendant, as alleged above in this Complaint
25 constitute contributory copyright infringement.

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1 **THIRD CAUSE OF ACTION**

2 **(Vicarious Copyright Infringement)**

3 60. Zynga repeats, realleges and incorporates each and every allegation of the
4 foregoing paragraphs, as though fully set forth in this cause of action.

5 61. Numerous individuals and entities directly infringed Plaintiff's
6 copyrighted works.

7 62. Defendant had the right and ability to control the infringing acts of the
8 individuals or entities who directly infringed Plaintiff's works.

9 63. Defendant obtained a direct financial benefit from the infringing
10 activities of the individuals or entities who directly infringed Plaintiff's works.

11 64. Defendant's acts of infringement have been intentional, willful, and
12 purposeful, in disregard of and indifferent to the rights of Plaintiff.

13 65. Defendant has unlawfully and wrongfully derived, and will continue to
14 derive, income and profits from its infringing acts.

15 66. Plaintiff has no adequate remedy at law. The said conduct of Defendant
16 has caused and, if not enjoined, will continue to cause irreparable damage to the rights
17 of Plaintiff. As a result of the Defendant's wrongful conduct, Plaintiff is entitled to
18 injunctive relief and damages in an amount to be proven at trial.

19 67. The acts and conduct of Defendant, as alleged above in this Complaint
20 constitute vicarious copyright infringement

21 **FOURTH CAUSE OF ACTION**

22 **(False Designation of Origin Regarding the Marks)**

23 **(15 U.S.C. § 1125(a))**

24 68. Zynga repeats, realleges and incorporates each and every allegation of the
25 foregoing paragraphs, as though fully set forth in this cause of action.

26 69. Defendant's use of the Marks constitutes use of a false designation of
27 origin or false and misleading representation in interstate commerce that wrongfully
28 and falsely designates, describes and represents that Defendant's products and

1 services are connected, affiliated or associated with, or authorized by Zynga, and is
2 likely to cause confusion as to Defendant's affiliation, connection or association with
3 Zynga, or as to the origin, sponsorship, approval or authorization of Defendant's
4 products or services by Zynga in violation of 15 U.S.C. §1125(a).

5 70. Defendant's conduct as alleged herein has been undertaken willfully and
6 maliciously, and with full knowledge and in conscious disregard of Zynga's rights.
7 Defendant's conduct has caused and will continue to cause Zynga irreparable harm for
8 which there is no adequate remedy at law, and is also causing damage to Zynga in an
9 amount which cannot be accurately computed at this time but will be proven at trial.

10 **FIFTH CAUSE OF ACTION**

11 **(California Statutory Unfair Competition)**

12 **(California Business and Professions Code § 17200, et seq.)**

13 71. Zynga repeats, realleges and incorporates each and every allegation of the
14 foregoing paragraphs, as though fully set forth in this cause of action.

15 72. This Court has jurisdiction over the subject matter of this claim pursuant
16 to the provisions of 28 U.S.C. § 1338(b), this being a claim of unfair competition
17 joined with a substantial and related claim under the Trademark Laws of the United
18 States, and under 28 U.S.C. § 1367.

19 73. Defendant competes directly with Zynga by "selling" "Virtual Currency"
20 and "Virtual Goods" that are required to play the Games.

21 74. Defendant is making unauthorized commercial use of the Marks in a
22 deliberate, willful, intentional and wrongful attempt to trade on Zynga's goodwill,
23 reputation and financial investments in the Marks.

24 75. By reason of Defendant's conduct as alleged herein, Defendant has
25 engaged in unlawful, unfair and/or fraudulent ongoing business practices in violation
26 of California Business & Professions Code § 17200.

27 76. As a direct result of Defendant's unfair competition with regard to the
28 Marks, Defendant has unlawfully acquired, and continues to acquire on an ongoing

1 basis, an unfair competitive advantage and has engaged, and continues to engage in,
2 wrongful business conduct to Defendant's monetary advantage and to the detriment of
3 Zynga.

4 77. Defendant's illegal and unfair business practices are continuing, and
5 injunctive relief pursuant to California Business and Professions Code § 17203 is
6 necessary to prevent and restrain further violations by Defendant.

7 **SIXTH CAUSE OF ACTION**

8 **(Common Law Trademark Infringement of the Marks)**

9 78. Zynga repeats, realleges and incorporates each and every allegation of the
10 foregoing paragraphs, as though fully set forth in this cause of action.

11 79. This Court has jurisdiction over the subject matter of this claim pursuant
12 to the provisions of 28 U.S.C. § 1338(b), this being a claim of infringement joined
13 with a substantial and related claim under the Trademark Laws of the United States,
14 and under 28 U.S.C. § 1367.

15 80. Defendant's unauthorized use of the Marks constitutes trademark
16 infringement and is likely to cause confusion, deception and mistake among the
17 consuming public and trade as to the source of, and authorization for the products
18 and/or services sold and/or advertised by Defendant in violation of the common law of
19 the State of California.

20 81. Defendant's conduct as alleged herein has been undertaken willfully and
21 maliciously, and with full knowledge and in conscious disregard of Zynga's rights.

22 82. As well as harming the public, Defendant's conduct as alleged herein has
23 caused and will continue to cause Zynga irreparable harm for which there is no
24 adequate remedy at law, and is also causing damage to Zynga in an amount which
25 cannot be accurately computed at this time but will be proven at trial.

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1 C. Enter a permanent injunction enjoining Defendant and its officers,
2 directors, agents, employees, representatives and all persons or entities acting in
3 concert or participation with Defendant from accessing, playing, or otherwise
4 participating in the Games, or in any other game or application that Zynga makes
5 available;

6 D. Enter a permanent injunction enjoining Defendant and its officers,
7 directors, agents, employees, representatives and all persons or entities acting in
8 concert or participation with Defendant from buying, selling, offering for sale,
9 advertising, exchanging, trading or otherwise dealing in "Virtual Currency" and
10 "Virtual Goods" for use in the Games, as well as any currency or items used in any
11 game or application that Zynga makes available;

12 E. Enter a permanent injunction enjoining Defendant and its officers,
13 directors, agents, employees, representatives and all persons or entities acting in
14 concert or participation with Defendant from aiding, abetting, contributing to, or
15 otherwise assisting with or benefiting from buying, selling, offering for sale,
16 advertising, exchanging, trading or otherwise dealing in "Virtual Currency" and
17 "Virtual Goods" for use in the Games, as well as any currency or items used in any
18 game or application that Zynga makes available;

19 F. Enter a permanent injunction requiring Defendant and its officers,
20 directors, agents, employees, representatives and all persons or entities acting in
21 concert or participation with Defendant to immediately cease any conduct suggesting
22 or tending to suggest that any products or services they advertise or offer for sale are
23 directly or indirectly sponsored or approved by, or affiliated with Zynga;

24 G. Enter a permanent injunction enjoining and restraining Defendant and its
25 officers, directors, agents, employees, representatives and all persons or entities acting
26 in concert or participation with Defendant, from aiding, abetting, contributing to, or
27 otherwise assisting with or benefiting from using, displaying, exhibiting, reproducing,
28 distributing, selling or offering for sale, any product or service featuring images and

1 code from the Zynga Poker, Mafia Wars and FarmVille computer files, without prior
2 authorization from Zynga;

3 H. Enter a permanent injunction enjoining and restraining Defendant and its
4 officers, directors, agents, employees, representatives and all persons or entities acting
5 in concert or participation with Defendant, from using, displaying, exhibiting,
6 reproducing, distributing, selling or offering for sale, any product or service featuring
7 images and code from the Zynga Poker, Mafia Wars and FarmVille computer files,
8 without prior authorization from Zynga;

9 I. Enter a permanent injunction enjoining and restraining Defendant and its
10 officers, directors, agents, employees, representatives and all persons or entities acting
11 in concert or participation with Defendant, from effecting assignments or transfers,
12 forming new entities or associations or utilizing any other device for the purpose of
13 circumventing or otherwise avoiding the prohibitions set forth in Requests for Relief
14 (A-I) above;

15 J. Enter a finding that Defendant's actions were willful, deliberate, and
16 malicious;

17 K. Enter a finding that Defendant's actions were malicious, oppressive
18 and/or fraudulent;

19 L. Award Zynga damages in an amount to be proven at trial that will be
20 trebled pursuant to the applicable statute, as well as pre-judgment and post-judgment
21 interest;

22 M. As to Plaintiff's claims for federal copyright infringement, that Plaintiff
23 be awarded damages for Defendant's copyright infringement as: (i) Defendant's
24 profits derived from its unlawful infringement of the Zynga Poker, Mafia Wars and
25 FarmVille computer files; or (ii) statutory damages for each act of infringement in an
26 amount provided by law, as set forth in 17 U.S.C. § 504, at Plaintiff's election before
27 the entry of a final judgment, together with prejudgment and post-judgment interest;
28

1 N. Enter an order, pursuant to 15 U.S.C. § 1118 and other applicable law,
2 directing Defendant to deliver for destruction all products in its possession or under its
3 control that infringe Zynga's intellectual property rights;


4 O. Award Zynga punitive damages in an amount sufficient to punish and
5 deter Defendant;

6 P. Enter an award of attorneys' fees and costs; and

7 Q. Award any such other and further relief as this Court deems just and
8 proper.

9
10 **PLAINTIFF ZYNGA HEREBY DEMANDS A TRIAL BY JURY.**

11 Dated: April 8, 2010

12 By: 
13 Dennis L. Wilson
14 Keats McFarland & Wilson LLP
15 Attorneys for Plaintiff
16 ZYNGA GAME NETWORK INC.
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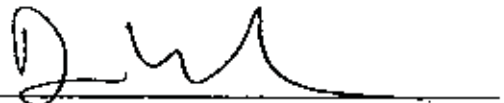
DEMAND FOR JURY TRIAL

Plaintiff Zynga Game Network Inc. hereby demands a trial by jury on all issues for which a jury trial may be had.

Dated: April 8, 2010

Respectfully submitted,

KEATS MCFARLAND & WILSON LLP

By: 

Dennis L. Wilson
Attorney for Plaintiff
ZYNGA GAME NETWORK INC.

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Exhibit 1

Zynga Game Network Inc. v. Playerauctions.com

Case No.



United States Patent and Trademark Office

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Trademarks > Trademark Electronic Search System (TESS)

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Word Mark ZYNGA

Goods and Services IC 009, US 021 023 026 036 038, G & S: Downloadable computer game software for use on wireless devices and computers. FIRST USE: 20070600. FIRST USE IN COMMERCE: 20070600

IC 041, US 100 101 107, G & S: Entertainment services, namely, providing on-line computer games. FIRST USE: 20070600. FIRST USE IN COMMERCE: 20070600

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 03.01.07 - Dogs displayed in silhouettes or as shadows

Trademark Search

Facility Classification Code GROT-ANI Exaggerated depiction of an animal

Serial Number 77684104

Filing Date March 5, 2009

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition July 7, 2009

Registration Number 3685749

International Registration Number 1014571

Registration Date September 22, 2009

Owner (REGISTRANT) Zynga Game Network Inc. CORPORATION DELAWARE 365 Vermont Street San Francisco CALIFORNIA 94103

Attorney of Record John M. Kim

Description of Mark Color is not claimed as a feature of the mark. The mark consists of a dog next to ZYNGA.

Type of Mark TRADEMARK, SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

TESS HOME NEW USER STRUCTURED FREE FORM SEARCH OG SEARCH HELP CURRN LIST FIRST DOC PREV DOC NEXT DOC LAST DOC

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EXHIBIT 1
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Exhibit 2

Zynga Game Network Inc. v. Playerauctions.com

Case No.

Type of Work: Visual Material

Registration Number / Date:
VA0001649268 / 2008-10-01

Application Title: Zynga Texas Hold Em.

Title: Zynga Texas Hold Em.

Description: Electronic file (eService)

Copyright Claimant:
Zynga Networks, Inc.

Date of Creation: 2007

Date of Publication:
2007-09-01

Nation of First Publication:
United States

Authorship on Application:
Zynga Networks, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: 2-D artwork, text.

Pre-existing Material:
2-D artwork, text.

Basis of Claim: 2-D artwork, text.

Names: Zynga Networks, Inc.

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The Library of Congress
United States Copyright Office
101 Independence Ave., S.E.
Washington, D.C. 20559-6000
202-707-3000

Exhibit 3

Zynga Game Network Inc. v. Playerauctions.com

Case No.

Type of Work: Computer File

Registration Number / Date:
TXu001611885 / 2009-08-20

Application Title: Texas Hold 'Em Software.

Title: [No title on deposit.]

Description: Computer Code.

Copyright Claimant:
Zynga Game Network Inc.

Date of Creation: 2009

Authorship on Application:
Zynga Game Network Inc., employer for hire; Domicile:
United States. Authorship: computer program.

Previous Registration:
2008, VA 1-649-268.

Pre-existing Material:
Two Dimensional Artwork in Reg. No. VA 1-649-268; No
claim
is made to approximately 10% of software licensed to
claimant by e-Channel Networks, Inc.

Basis of Claim: computer software.

Names: Zynga Game Network Inc.

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The Library of Congress
United States Copyright Office
101 Independence Ave., S.E.
Washington, D.C. 20559-6000
202-707-3000

Exhibit 4

Zynga Game Network Inc. v. Playerauctions.com

Case No.

Type of Work: Computer File
Registration Number / Date: TX0006911230 / 2009-04-09

Application Title: Mafia Wars.

Title: [No title on deposit]

Description: Electronic file (eService)

Copyright Claimant: Zynga Game Network Inc.

Date of Creation: 2009

Date of Publication: 2009-02-10

Nation of First Publication: United States

Authorship on Application: Zynga Game Network Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: computer program.

Alternative Title on Application: Dope Wars

Copyright Note: C.O. correspondence.

Names: Zynga Game Network Inc.

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The Library of Congress
United States Copyright Office
101 Independence Ave., S.E.
Washington, D.C. 20559-6000
202-707-3000

Type of Work: Computer File

Registration Number / Date:
TXu001610517 / 2009-08-06

Application Title: Farmville.

Title: Farmville.

Description: Electronic file (eService)

Copyright Claimant:
Zynga Game Network Inc., Transfer: By written agreement.

Date of Creation: 2009

Authorship on Application:
Zynga Game Network Inc., employer for hire; Domicile:
United States; Citizenship: United States. Authorship:
computer program.
MyMiniLife, Inc. (author of anonymous contribution),
employer for hire; Domicile: United States;

Citizenship:
United States. Authorship: computer program.

Names:
Zynga Game Network Inc.
MyMiniLife, Inc.

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The Library of Congress
United States Copyright Office
101 Independence Ave., S.E.
Washington, D.C. 20559-6000
202-707-3000

Exhibit 6

Zynga Game Network Inc. v. Playerauctions.com

Case No.

Type of Work: Computer File

Registration Number / Date: TX0006960171 / 2009-08-10

Application Title: FarmVille HTML Software.

Title: FarmVille HTML Software.

Description: Print Material.

Copyright Claimant: Zynga Game Network Inc.

Date of Creation: 2009

Date of Publication: 2009-06-19

Nation of First Publication: United States

Authorship on Application: Zynga Game Network Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: computer program.

Pre-existing Material: computer program, "Original MyMiniLife HTML Software" (rights transferred to claimant)

Basis of Claim: computer program, Modification of existing software and addition of new software.

Copyright Note: C.O. correspondence.

Names: Zynga Game Network Inc.

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 The Library of Congress
 United States Copyright Office
 101 Independence Ave., S.E.
 Washington, D.C. 20559-6000
 202-707-3000

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Consuelo B. Marshall and the assigned discovery Magistrate Judge is Jacqueline Chooljian.

The case number on all documents filed with the Court should read as follows:

CV10- 2576 CBM (JCx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

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NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

ZYNGA GAME NETWORK INC.,
a Delaware corporation,

Plaintiff

v.

PLAYERAUCTIONS.COM,
an unknown business entity,

Defendant

Civil Action No.

CV 10-2576 CBM (JCx)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PLAYERAUCTIONS.COM
11301 W. Olympic Blvd., Suite 337
Los Angeles, CA 90064

A lawsuit has been filed against you.

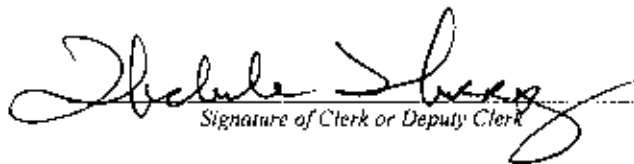
Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Dennis L. Wilson, Esq.,
KEATS McFARLAND & WILSON LLP,
9720 Wilshire Boulevard, Penthouse Suite,
Beverly Hills, California 90212

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 04-08-10


Signature of Clerk or Deputy Clerk

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) ZYNGA GAME NETWORK, a Delaware Corporation	DEFENDANTS PLAYERAUCTIONS.COM, an unknown business entity
(b) Attorneys (Firm Name, Address and Telephone Number, if you are representing yourself, provide same.) Keas McFarland & Wilson LLP (SEE ATTACHED ATTORNEYS LIST) 9720 Wilshire Boulevard, Penthouse Suite Beverly Hills, California 90212	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <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:33%;">Citizen of This State</td> <td style="width:10%;">PTF</td> <td style="width:10%;">DEF</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;">PTF</td> <td style="width:10%;">DEF</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Foreign Nation</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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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.)
 Federal copyright infringement (17 U.S.C. § 501); False designation of origin in violation of federal Lanham Act (15 U.S.C. § 1125(a))

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

<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	<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	PERSONAL INJURY: <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input checked="" 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	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 <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 DISABILITY: <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	PERSONS: <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 <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	<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 <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI (405(g)) <input type="checkbox"/> 865 RSI (405(g)) <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: CV 10-2576

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

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). **IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). **RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. **VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	ZYNGA GAME NETWORK INC., San Francisco County

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

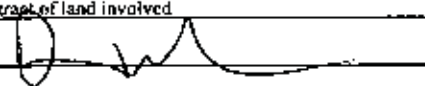
County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
PLAYERAUCTIONS.COM, Los Angeles County	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	San Francisco County

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
 Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER):

 Date April 8, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases.

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended, plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

Zynga Game Network Inc. v. PlayerAuctions.com
USDC, Central District of California, Western Division
Case No.: _____

Civil Cover Sheet Attachment
Attorneys List

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