

1 Dennis Wilson (Bar No. 155407)  
 E-Mail: dwilson@kmwlaw.com  
 2 David K. Caplan (Bar No. 181174)  
 E-Mail: dcaplan@kmwlaw.com  
 3 Tara D. Rose (Bar No. 256079)  
 E-Mail: trose@kmwlaw.com  
 4 KEATS McFARLAND & WILSON LLP  
 9720 Wilshire Boulevard  
 5 Penthouse Suite  
 Beverly Hills, California 90212  
 6 Telephone: (310) 248-3830  
 Facsimile: (310) 860-0363  
 7  
 8 Attorneys for Plaintiff  
 ZYNGA GAME NETWORK INC.

2010 SEP - 8 PM 3: 07  
 CLERK U.S. DISTRICT COURT  
 CENTRAL DIST. OF CALIF.  
 LOS ANGELES

FILED

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

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

CASE NO. CV 10-2576 CBM (JCx)

15 Plaintiff,

FIRST AMENDED COMPLAINT  
 FOR:

16 v.

17 PLAYER AUCTIONS, LLC, a limited  
 18 liability company,  
 19 Defendant.

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

DEMAND FOR JURY TRIAL

1 Pursuant to Federal Rule of Civil Procedure 15(a)(1)(A), Plaintiff Zynga Game  
2 Network Inc. ("Zynga") files this First Amended Complaint against defendant  
3 PLAYER AUCTIONS, LLC ("Defendant") for injunctive relief and damages under  
4 the laws of the United States and the State of California.

5 **Nature of the Action**

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

12 **The Parties**

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

16 3. On information and belief, Defendant PLAYER AUCTIONS, LLC is a  
17 limited liability company, having its principal place of business in Los Angeles,  
18 California. Zynga is unaware of the state of organization of Defendant.

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 has made use of the trademark MAFIA WARS in commerce since  
8 at least September 2008.

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

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

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

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

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

27           20. Zynga also owns United States Federal Trademark Application Serial No.  
28 77798840 for the FARMVILLE BY ZYNGA design mark in International Class 009

1 for downloadable computer software for use on wireless devices and computers, and  
2 International Class 041 for entertainment services, namely, providing on-line  
3 computer games.

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

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

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

12 24. Zynga owns United States Federal Trademark Registration No. 3,773,188  
13 for the mark YOVILLE in International Class 009 for downloadable computer game  
14 software for use on wireless devices and computers, and International Class 041 for  
15 entertainment services, namely, providing on-line computer games. A true and correct  
16 copy of federal Trademark Registration Certificate 3,773,188 is attached hereto as  
17 Exhibit 7.

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

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

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

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

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

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

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

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

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

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

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

25 36. Through the Website, without Zynga's authorization or approval,  
26 Defendant allows sellers to post and "sell" "Virtual Currency" or "Virtual Goods" that  
27 users, playing the Games through the Providers' websites and/or applications, can use  
28 to compete with other players who obtained their "Virtual Currency" or "Virtual

1 Goods” directly from Zynga.

2 37. Defendant advertises the offers for sale and sale of the “Virtual  
3 Currency” and “Virtual Goods” using the Marks.

4 38. Defendant profits from sales of the “Virtual Currency” and “Virtual  
5 Goods” using the Marks.

6 39. The Virtual Currency” and “Virtual Goods” for use in the Games “sold”  
7 using Defendant’s services are sold for real-world money, and at prices that are  
8 substantially lower than the prices paid by users who obtain their “Virtual Currency”  
9 or “Virtual Goods” from Zynga.

10 40. With Defendant’s knowledge, Defendant’s sellers have used the Games  
11 themselves as part of Defendants’ scheme, transferring the “Virtual Currency” or  
12 “Virtual Goods” during game play in contravention of the Games’ Terms of Service  
13 and/or security measures, and in violation of the license they received from Zynga to  
14 participate in the Games.

15 41. Zynga has never authorized Defendant to use the Marks, or to advertise  
16 or assist in the sale of “Virtual Currency” or “Virtual Goods” for use in the Games,  
17 nor has Zynga authorized Defendant or users of Defendant’s services to use the  
18 Games to transfer “Virtual Currency” or “Virtual Goods” that are “sold” through the  
19 Website.

20 42. Defendant and users of its Website advertise and sell the “Virtual  
21 Currency” and “Virtual Goods” using copyrighted images from Zynga Poker, Mafia  
22 Wars and FarmVille via the Website.

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

25 44. Zynga is informed and believes, and on this basis alleges, that Defendant  
26 has infringed Zynga’s copyrights in the Zynga Poker, Mafia Wars and FarmVille  
27 computer games by displaying and/or reproducing images and code from the Games  
28 without authorization from Zynga. Defendant has acted with willful disregard of

1 Plaintiff's copyrights and Plaintiff has sustained substantial damage as a result thereof.

2 **FIRST CAUSE OF ACTION**

3 **(Federal Copyright Infringement)**

4 **(17 U.S.C. § 501)**

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

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

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

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

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

22 50. Defendant has unlawfully and wrongfully derived, and will continue to  
23 derive, income and profits from its infringing acts.

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

28



1 individuals or entities who directly infringed Plaintiff's works.

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

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

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

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

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

14 **FOURTH CAUSE OF ACTION**

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

16 **(15 U.S.C. § 1125(a))**

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

19 69. Defendant's use of the Marks constitutes use of a false designation of  
20 origin or false and misleading representation in interstate commerce that wrongfully  
21 and falsely designates, describes and represents that Defendant's products and  
22 services are connected, affiliated or associated with, or authorized by Zynga, and is  
23 likely to cause confusion as to Defendant's affiliation, connection or association with  
24 Zynga, or as to the origin, sponsorship, approval or authorization of Defendant's  
25 products or services by Zynga in violation of 15 U.S.C. §1125(a).

26 70. Defendant's conduct as alleged herein has been undertaken willfully and  
27 maliciously, and with full knowledge and in conscious disregard of Zynga's rights.  
28 Defendant's conduct has caused and will continue to cause Zynga irreparable harm for

1 which there is no adequate remedy at law, and is also causing damage to Zynga in an  
2 amount which cannot be accurately computed at this time but will be proven at trial.

3 **FIFTH CAUSE OF ACTION**

4 **(California Statutory Unfair Competition)**

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

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

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

12 73. Defendant competes directly with Zynga by “selling” “Virtual Currency”  
13 and “Virtual Goods” that are required to play the Games.

14 74. Defendant is making unauthorized commercial use of the Marks in a  
15 deliberate, willful, intentional and wrongful attempt to trade on Zynga’s goodwill,  
16 reputation and financial investments in the Marks.

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

20 76. As a direct result of Defendant’s unfair competition with regard to the  
21 Marks, Defendant has unlawfully acquired, and continues to acquire on an ongoing  
22 basis, an unfair competitive advantage and has engaged, and continues to engage in,  
23 wrongful business conduct to Defendant’s monetary advantage and to the detriment of  
24 Zynga.

25 77. Defendant’s illegal and unfair business practices are continuing, and  
26 injunctive relief pursuant to California Business and Professions Code § 17203 is  
27 necessary to prevent and restrain further violations by Defendant.

28



1 engaging in unfair competition and passing off under the common law of the State of  
2 California.

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

7 87. Defendant's actions were undertaken intentionally to obtain an unfair  
8 advantage over Zynga and in conscious disregard of Zynga's rights, and were  
9 malicious, oppressive and/or fraudulent. Zynga requests punitive or exemplary  
10 damages pursuant to California Civil Code § 3294(a) in an amount sufficient to punish  
11 and deter Defendant and to make an example of Defendant.

### 12 **EIGHTH CAUSE OF ACTION**

#### 13 **(Intentional Interference with Contractual Relations)**

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

16 89. This Court has jurisdiction over the subject matter of this claim pursuant  
17 to the provisions of 28 U.S.C. § 1367.

18 90. Zynga has existing valid contracts with users of the Games.

19 91. Zynga is informed and believes, and on that basis alleges, that Defendant  
20 has knowledge of those contracts, and that Defendant has acted intentionally to induce  
21 a breach or disruption of those contractual relationships by "selling" "Virtual  
22 Currency" and "Virtual Goods" for the Games without authorization, at prices that are  
23 substantially lower than the prices paid by users who obtain their "Virtual Currency"  
24 and "Virtual Goods" from Zynga, and by distributing "Virtual Goods" and "Virtual  
25 Goods" to users in a manner prohibited by the Terms of Service.

26 92. Defendant's actions as alleged herein have caused actual disruption or  
27 breach of Zynga's contractual relationships with individual users.

28 93. Defendant's conduct as alleged herein has caused and will continue to

1 cause Zynga irreparable harm for which there is no adequate remedy at law, and is  
2 also causing damage to Zynga in an amount which cannot be accurately computed at  
3 this time but will be proven at trial.

4 **REQUEST FOR RELIEF**

5 Zynga requests that this Court:

6 A. 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 accessing or using Zynga's computer  
9 servers, including without limitation the Games or any other games or applications  
10 that Zynga makes available, for any purpose whatsoever;

11 B. Enter a permanent injunction enjoining Defendant and its officers,  
12 directors, agents, employees, representatives and all persons or entities acting in  
13 concert or participation with Defendant from infringing any of Zynga's trademarks,  
14 including without limitation using the Marks ZYNGA, MAFIA WARS,  
15 FARMVILLE, and YOVILLE and/or confusingly similar misspellings or variations  
16 thereof, alone or in combination with any other words or phrases, in a manner that is  
17 likely to cause confusion with respect to the Marks or with respect to Zynga's  
18 approval or authorization of Defendant's actions;

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

24 D. Enter a permanent injunction enjoining Defendant and its officers,  
25 directors, agents, employees, representatives and all persons or entities acting in  
26 concert or participation with Defendant from buying, selling, offering for sale,  
27 advertising, exchanging, trading or otherwise dealing in "Virtual Currency" and  
28 "Virtual Goods" for use in the Games, as well as any currency or items used in any

1 game or application that Zynga makes available;

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

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

14 G. Enter a permanent injunction enjoining and restraining Defendant and its  
15 officers, directors, agents, employees, representatives and all persons or entities acting  
16 in concert or participation with Defendant, from aiding, abetting, contributing to, or  
17 otherwise assisting with or benefiting from using, displaying, exhibiting, reproducing,  
18 distributing, selling or offering for sale, any product or service featuring images and  
19 code from the Zynga Poker, Mafia Wars and FarmVille computer files, without prior  
20 authorization from Zynga;

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

27 I. Enter a permanent injunction enjoining and restraining Defendant and its  
28 officers, directors, agents, employees, representatives and all persons or entities acting

1 in concert or participation with Defendant, from effecting assignments or transfers,  
2 forming new entities or associations or utilizing any other device for the purpose of  
3 circumventing or otherwise avoiding the prohibitions set forth in Requests for Relief  
4 (A-H) above;

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

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

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

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

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

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

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

24 //

25 //

26 //

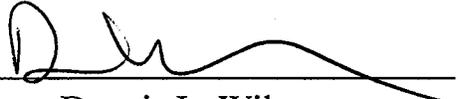
27 //

28 //

1 Q. Award any such other and further relief as this Court deems just and  
2 proper.

3 **PLAINTIFF ZYNGA HEREBY DEMANDS A TRIAL BY JURY.**  
4

5 Dated: September 7, 2010

6 By: 

7 Dennis L. Wilson  
8 Keats McFarland & Wilson LLP  
9 Attorneys for Plaintiff  
10 ZYNGA GAME NETWORK INC.  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **DEMAND FOR JURY TRIAL**

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

4  
5 Dated: September 7, 2010

Respectfully submitted,

6 KEATS MCFARLAND & WILSON LLP

7  
8  
9 By: 

10 Dennis L. Wilson  
11 Attorney for Plaintiff  
12 ZYNGA GAME NETWORK INC.

# United States of America

United States Patent and Trademark Office



**Reg. No. 3,685,749** ZYNGA GAME NETWORK INC. (DELAWARE CORPORATION)  
Registered Sep. 22, 2009 365 VERMONT STREET  
SAN FRANCISCO, CA 94103

**Int. Cls.: 9 and 41** FOR: DOWNLOADABLE COMPUTER GAME SOFTWARE FOR USE ON WIRELESS DEVICES  
AND COMPUTERS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

**TRADEMARK SERVICE MARK** FIRST USE 6-0-2007; IN COMMERCE 6-0-2007.  
**PRINCIPAL REGISTER** FOR: ENTERTAINMENT SERVICES, NAMELY, PROVIDING ON-LINE COMPUTER GAMES,  
IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 6-0-2007; IN COMMERCE 6-0-2007.

THE MARK CONSISTS OF A DOG NEXT TO ZYNGA.

SER. NO. 77-684,104, FILED 3-5-2009.

KIM SAITO, EXAMINING ATTORNEY



*David J. Kyffers*

Director of the United States Patent and Trademark Office

EXHIBIT 1  
PAGE 18

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.

=====  
===

++++  
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:  
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.

=====  
===

\*\*\*\*\*  
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:  
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.

=====  
===

++++  
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.

=====  
===

++++  
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:  
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.

=====  
===

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

# United States of America

United States Patent and Trademark Office

## YoVille

**Reg. No. 3,773,188** ZYNGA GAME NETWORK INC. (DELAWARE CORPORATION)  
Registered Apr. 6, 2010 365 VERMONT STREET  
SAN FRANCISCO, CA 94103

**Int. Cls.: 9 and 41** FOR: DOWNLOADABLE COMPUTER GAME SOFTWARE FOR USE ON WIRELESS DEVICES  
AND COMPUTERS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

**TRADEMARK** FIRST USE 5-5-2008; IN COMMERCE 5-5-2008.  
**SERVICE MARK**  
**PRINCIPAL REGISTER** FOR: ENTERTAINMENT SERVICES, NAMELY, PROVIDING ON-LINE COMPUTER GAMES,  
IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 5-5-2008; IN COMMERCE 5-5-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-678,316, FILED 2-25-2009.

KIM SAITO, EXAMINING ATTORNEY



*David J. Kybas*

Director of the United States Patent and Trademark Office

EXHIBIT 7  
PAGE 24