

1 CHARLES N. SHEPHARD (SBN 078129)
2 CShephard@GreenbergGlusker.com
3 RACHEL VALADEZ (SBN 252415)
4 RValadez@GreenbergGlusker.com
5 GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
6 1900 Avenue of the Stars, 21st Floor
7 Los Angeles, California 90067-4590
8 Telephone: 310.553.3610
9 Fax: 310.553.0687

10 Attorneys for Plaintiff, SCG POWER
11 RANGERS LLC

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 SCG POWER RANGERS LLC,
15 Plaintiff,

16 v.

17 UNDERDOG ENDEAVORS, INC.
18 dba MYPARTYSHIRT.COM; and
19 DOES 1-10 inclusive.

20 Defendants.

Case No. **CV11-08485 JHN (VBKx)**
COMPLAINT FOR

- 21 (1) COPYRIGHT INFRINGEMENT;
- 22 (2) VIOLATION OF LANHAM ACT § 43(a);
- 23 (3) FEDERAL TRADEMARK INFRINGEMENT; AND
- 24 (4) VIOLATION OF FEDERAL ANTI-DILUTION ACT

25 REQUEST FOR JURY TRIAL

FILED
11 OCT 13 PM 2:17
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

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

Plaintiff SCG POWER RANGERS LLC (“SCG”) alleges as follows:

JURISDICTION AND VENUE

1. This action arises under the United States Copyright Act, 17 U.S.C. §§ 101 *et seq.*, and the United States Lanham Act, 15 U.S.C. § 1125. Jurisdiction is based upon 28 U.S.C. §§ 1331, 1332, and 1338 and 15 U.S.C. § 1121(a).

2. Venue in this Judicial District is proper under 28 U.S.C. § 1391(b) and (c), in that a substantial part of the events giving rise to SCG’s claims occurred in this Judicial District, and one or more defendants reside in this Judicial District within the meaning of 28 U.S.C. § 1391(c).

THE PARTIES

3. SCG is a Delaware limited liability company which owns all intellectual property rights relating to the popular “Power Rangers” television series, brand, and related products. SCG’s primary business is the licensing and merchandising of the Power Rangers brand. SCG’s principal place of business is in Los Angeles County, California.

4. SCG is informed and believes, and based thereon alleges, that defendant Underdog Endeavors, Inc. is a corporation organized and existing under the laws of New York, doing business as Mypartyshirt.com (“Mypartyshirt”), including within this Judicial District. SCG is informed and believes Mypartyshirt is in the business of designing, manufacturing, reproducing, advertising, displaying, selling, distributing, and otherwise exploiting T-shirts and other merchandise, including T-shirts and other merchandise incorporating intellectual property relating to the “Power Rangers” television series. SCG is further informed and believes, and based thereon alleges, that Mypartyshirt solicits and sells said T-shirts and merchandise, including those incorporating “Power Rangers” television series

1 intellectual property, to customers in Los Angeles and throughout the world via the
2 Internet and through various other delivery and distribution methods.

3 5. SCG is unaware of the true names and capacities of the defendants
4 sued herein as Does 1 through 10, inclusive, and therefore sues these defendants by
5 fictitious names. SCG will seek leave of this Court to amend this Complaint to
6 allege their true names and capacities when ascertained. SCG is informed and
7 believes, and based thereon alleges, that each fictitiously named defendant is
8 responsible in some way for the design, manufacture, reproduction, advertisement,
9 display, sale, distribution and/or other exploitation of T-shirts and other
10 merchandise incorporating the Power Rangers intellectual property at issue in this
11 Complaint, and is liable to SCG therefor. Mypartyshirt and Does 1 through 10 are
12 sometimes referred to collectively herein as "Defendant(s)."

13 6. SCG is informed and believes, and based thereon alleges, that at all
14 times relevant herein, each of the Defendants was the agent, servant, or employee
15 of each other Defendant, and at all times relevant herein was acting within the
16 scope of such agency.

17
18 **ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

19 7. In or about 1993 SCG's predecessor in interest, Saban Entertainment,
20 created and produced a new, live action children's television series featuring a team
21 of costumed, teenage superheroes called the "Power Rangers." Although the Power
22 Rangers series has evolved over the years, each "Power Rangers" season features a
23 small group of teenagers who "morph" from ordinary people into powerful
24 superhero alter-egos for the purpose of defeating evil forces threatening humanity.
25 Once "morphed," the Power Rangers wear distinctive signature color-coded battle
26 suits from which they take their respective names. Past seasons have included
27 some combination of: Red, Yellow, Blue, Pink, Green, Black, White, and Gold
28 Rangers.

1 8. The “Power Rangers” television series has been immensely popular
2 with young audiences all around the world. To date, it has been broadcast over 19
3 seasons, spawned two theatrical films, and become a highly valuable merchandising
4 franchise. Today, SCG owns all copyrights, trademarks, and other intellectual
5 property rights associated with the “Power Rangers” series (“Power Rangers IP”).

6 9. Included in the Power Rangers IP are copyrights relating to the
7 artwork and design of the Power Rangers uniforms. The uniforms appear in the
8 “Power Rangers” television series and are also depicted in a copyrighted style guide
9 which SCG provides to its authorized licensees. The copyrights relating to the
10 artwork and design of the Power Rangers uniforms shall be referred to hereafter as
11 the “Uniform Copyrights.” Also included in the Power Rangers IP are trademark
12 and service mark registrations under the Lanham Act, 15 U.S.C. § 1051 *et seq.*, in
13 the “Power Rangers” name and Power Rangers character images (the “Power
14 Rangers Marks”).

15 10. SCG has complied in all respects with the copyright and trademark
16 laws of the United States, and all other laws governing copyright and trademark,
17 and is the owner of the exclusive rights and privileges in and to the Uniform
18 Copyrights, the Power Rangers Marks, and the Power Rangers IP.

19 11. The Power Rangers IP has been widely licensed and merchandised in
20 the United States and throughout the world. In the course of its licensing and
21 merchandising activities, SCG and its licensees have expended significant effort
22 and resources advertising and promoting the Power Rangers brand. SCG by itself,
23 and though its authorized licensing agents, has licensed others to use the Power
24 Rangers IP in connection with T-shirts, clothing, toys, books, videogames, records,
25 posters, and various other types of merchandise.

26 12. SCG has developed a highly valuable goodwill in its Power Rangers
27 IP. As a result of the extensive advertising and widespread distribution and success
28 of SCG’s “Power Rangers” television series and characters, and the advertising and

1 distribution of merchandise featuring Power Rangers IP, a secondary meaning has
2 been created in the minds of the public throughout the United States, and
3 throughout the world, by which the name and likeness of the Power Rangers have
4 become strongly identified with SCG's particular characters, television series, and
5 merchandise featuring those characters.

6 13. SCG is informed and believes, and based thereon alleges, that
7 defendant Mypartyshirt has exploited the Power Rangers IP, including but not
8 limited to the Uniform Copyrights and Power Rangers Marks, by, without
9 limitation, designing, manufacturing, reproducing, advertising, displaying, selling,
10 distributing, and otherwise exploiting T-shirts featuring the Power Rangers IP.
11 SCG is further informed, and based thereon alleges, that Mypartyshirt operates and
12 uses Internet websites at which customers can view and purchase T-shirts featuring
13 the Power Rangers IP. SCG is further informed and believes, and based thereon
14 alleges that Defendants may be exploiting other merchandise besides T-shirts
15 without permission. SCG will amend this pleading to refer to such other
16 merchandise if discovery confirms this is occurring.

17 14. Mypartyshirt has never sought from SCG, nor has SCG ever granted
18 Mypartyshirt permission or consent to use the Power Rangers IP in connection with
19 T-shirts.

20 15. By designing, manufacturing, reproducing, advertising, displaying,
21 selling, distributing, and otherwise exploiting T-shirts featuring the Power Rangers
22 IP, and contributing to the foregoing, Mypartyshirt has obtained for itself a benefit
23 which is otherwise paid for by others, and has obtained valuable property rights
24 belonging to SCG without having paid for them.

25 16. In or about June 2011, SCG discovered that Mypartshirt was
26 exploiting T-shirts featuring the Power Rangers IP on its own, and third-party,
27 websites. Representatives of SCG immediately sent Mypartyshirt several cease and
28 desist letters, notifying Mypartyshirt that its activities infringed the Power Rangers

1 IP and demanding, among other things, that Mypartyshirt cease all infringing
2 activities at once. Despite acknowledging receipt of SCG's June 2011 letter, SCG
3 is informed and believes, and based thereon alleges, that Mypartyshirt has
4 continued to sell and otherwise exploit T-shirts featuring the Power Rangers IP.

5
6 **FIRST CLAIM FOR RELIEF**

7 **Against All Defendants For Copyright Infringement**

8 17. SCG realleges and incorporates by this reference the allegations
9 contained in paragraphs 1 through 16 as though they were fully set forth herein.

10 18. By, without limitation, designing, manufacturing, reproducing,
11 advertising, displaying, selling, distributing, and otherwise exploiting T-shirts
12 featuring the Power Rangers IP, and/or by authorizing and/or contributing to the
13 foregoing, Defendants have infringed and will continue to infringe SCG's copyright
14 interests in the Power Rangers IP, including without limitation, the Uniform
15 Copyrights.

16 19. At least some, if not all of Defendants' acts were, and continue to be,
17 committed willfully and knowingly.

18 20. As a result of Defendants' copyright infringement as alleged above,
19 SCG has suffered and will continue to suffer injury and damage in an amount to be
20 determined at trial. Furthermore, SCG is informed and believes, and based thereon
21 alleges, that Defendants have received or will receive profits, gains, or other
22 benefits from its infringing activities, all of which should be disgorged to SCG. In
23 the alternative, SCG reserves the right to seek statutory damages for Defendants'
24 intentional infringement of its copyrighted works.

25 21. Defendants' infringement of SCG's copyrighted works has caused and
26 will cause irreparable harm to SCG which cannot be fully compensated by money.
27 SCG had no adequate remedy at law. SCG is therefore entitled to preliminary and
28

1 permanent injunctive relief, preventing Defendants from continuing to infringe
2 SCG's copyrighted works.

3 22. SCG has and will incur attorneys' fees in pursuing this action, which
4 fees SCG should recover from Defendants.

5
6 **SECOND CLAIM FOR RELIEF**

7 **Against All Defendants For Violation Of**

8 **Section 43(a) Of The Lanham Act**

9 23. SCG realleges and incorporates by this reference the allegations
10 contained in paragraphs 1 through 22 as though they were fully set forth herein.

11 24. By, without limitation, designing, manufacturing, reproducing,
12 advertising, displaying, selling, distributing, and otherwise exploiting T-shirts
13 featuring the Power Rangers IP, Defendants have created confusion in the
14 marketplace and have falsely created the impression in the minds of the public that
15 SCG and its Power Rangers IP are associated or affiliated with Defendants, that
16 SCG is sponsoring or endorsing the T-shirts at issue, and/or that SCG has approved
17 or authorized Defendants' use of the Power Rangers IP. Such conduct is a violation
18 of section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

19 25. Defendants did not engage in the foregoing conduct out of any sincere
20 or proper motive, but did so knowingly, willfully and oppressively, intending to
21 appropriate SCG's intellectual property to the detriment of SCG and to the
22 confusion of the public. Thus Defendants' misconduct constitutes a willful and
23 extraordinary violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)
24 and is an exceptional case within the meaning of Section 35 of the Lanham Act, 15
25 U.S.C. § 1117.

26 26. As a direct and proximate result of Defendants' wrongful conduct,
27 SCG has been damaged and is entitled to recover Defendants' wrongful profits and
28

1 three times SCG's actual damages, plus SCG's attorneys' fees in this action,
2 pursuant to 15 U.S.C. § 1117.

3 27. Defendants' violation of the Lanham Act has caused and will cause
4 irreparable harm to SCG which cannot be fully compensated by money. SCG has
5 no adequate remedy at law. SCG is therefore entitled to preliminary and permanent
6 injunctive relief preventing Defendants from continuing to use SCG's Power
7 Rangers IP, or any confusingly similar variations thereof, on any merchandise.

8
9 **THIRD CLAIM FOR RELIEF**

10 **Against All Defendants For Federal Trademark Infringement**

11 28. SCG realleges and incorporates by this reference the allegations
12 contained in paragraphs 1 through 27 as though they were fully set forth herein.

13 29. SCG has registered trademarks in the "Power Rangers" name and the
14 Power Rangers character images. Defendants' unauthorized use of the Power
15 Rangers Marks on T-shirts creates confusion in the marketplace and constitutes an
16 infringement of SCG's registered trademarks and a violation of 15 U.S.C. § 1114.
17 SCG is informed and believes, and based thereon alleges, that Defendants were
18 aware of SCG's Power Rangers Marks, and purposefully used the marks to trade on
19 SCG's reputation and to take advantage of the goodwill and public recognition of
20 the Power Rangers brand created by SCG and its licensees.

21 30. As a direct and proximate result of Defendants' trademark
22 infringement, SCG has been damaged and is entitled to recover Defendants'
23 wrongful profits and three times SCG's actual damages, plus SCG's attorneys' fees
24 in this action, pursuant to 15 U.S.C. § 1117.

25 31. Defendants' trademark infringement has caused and will cause
26 irreparable harm to SCG which cannot be fully compensated by money. SCG has
27 no adequate remedy at law. SCG is therefore entitled to preliminary and permanent
28

1 injunctive relief preventing Defendants from continuing to use SCG's Power
2 Rangers Marks, or any confusingly similar variations thereof, on any merchandise.

3
4 **FOURTH CLAIM FOR RELIEF**

5 **Against All Defendants For Violation Of The**
6 **Federal Anti-Dilution Law (15 U.S.C. § 1125(c))**

7 32. SCG realleges and incorporates by this reference the allegations
8 contained in paragraphs 1 through 31 as though they were fully set forth herein.

9 33. Defendants' use and exploitation of the Power Rangers Marks on
10 T-Shirts has already diluted, and if repeated in the future, will continue to dilute, the
11 distinctive quality of SCG's famous Power Rangers characters and marks.

12 34. SCG is informed and believes, and based thereon alleges, that
13 Defendants' use of SCG's Power Rangers Marks was willful and intentional and
14 was designed to take advantage of the goodwill and public recognition of the Power
15 Rangers brand created by SCG and its licensees.

16 35. Accordingly, as a direct and proximate result of Defendants' wrongful
17 conduct, SCG has been damaged and is entitled to recover Defendants' wrongful
18 profits and three times SCG's actual damages, plus SCG's attorneys' fees in this
19 action, pursuant to 15 U.S.C. § 1117.

20 36. Defendants' violation of the federal Anti-Dilution Law has caused and
21 will cause irreparable harm to SCG which cannot be fully compensated by money.
22 SCG has no adequate remedy at law. SCG is therefore entitled to preliminary and
23 permanent injunctive relief preventing Defendants from continuing to use SCG's
24 Power Rangers Marks, or any confusingly similar variations thereof, on any
25 merchandise.

26
27 WHEREFORE, SCG prays for judgment on its Complaint as follows:
28

1 1. On SCG's First Claim for Relief, for copyright infringement against all
2 Defendants, for SCG's actual damages plus Defendants' profits in an amount to be
3 determined at trial or, in the alternative, for statutory damages, plus SCG's
4 attorneys' fees;

5 2. On SCG's Second Claim for Relief, for violation of section 43(a) of
6 the Lanham Act against all Defendants, the amount of Defendants' wrongful profits
7 and three times all actual damages suffered by SCG by reason of Defendants'
8 conduct in violation of the Lanham Act, plus SCG's attorneys' fees;

9 3. On SCG's Third Claim for Relief, for trademark infringement against
10 all Defendants, the amount of Defendants' wrongful profits and three times all
11 actual damages suffered by SCG by reason of Defendants' trademark infringement,
12 plus SCG's attorneys' fees;

13 4. On SCG's Fourth Claim for Relief, for violations of the federal
14 Anti-Dilution Act against all Defendants, the amount of Defendants' wrongful
15 profits and three times all actual damages suffered by SCG by reason of
16 Defendants' conduct in violation of the federal Anti-Dilution Act, plus SCG's
17 attorneys' fees;

18 5. On All Claims for Relief:

- 19 a. For preliminary and permanent injunctive relief restraining and
20 enjoining Defendants, their officers, agents, servants, employees,
21 partners, subsidiaries, attorneys, and all persons acting in concert with
22 any one or more of them, or on any of their respective behalves, from
23 using SCG's Power Rangers IP, or any confusingly similar variations
24 thereof, for advertising, merchandising or promotional purposes;
- 25 b. For SCG's costs of suit herein; and

26 ///

27 ///

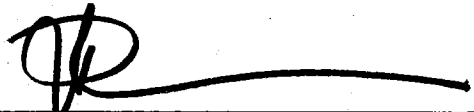
28 ///

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

c. For such other and further relief as the Court may deem just and proper.

DATED: October 13, 2011

GREENBERG GLUSKER FIELDS
CLAMAN & MACTINGER LLP

By: 
RACHEL VALADEZ (252415)
Attorneys for Plaintiff SCG POWER
RANGERS LLC

GREENBERG GLUSKER FIELDS CLAMAN
& MACTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

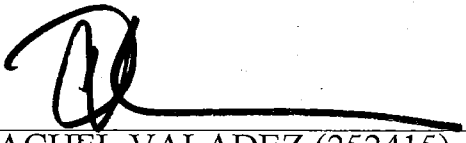
REQUEST FOR JURY TRIAL

SCG hereby requests a jury trial on all issues so triable.

DATED: October 13, 2011

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP

By:


RACHEL VALADEZ (252415)
Attorneys for Plaintiff SCG POWER
RANGERS LLC

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

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

**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 Jacqueline Nguyen and the assigned discovery Magistrate Judge is Victor B. Kenton.

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

CV11- 8485 JHN (VBKx)

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

=====

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.

CHARLES N. SHEPHARD (SBN 078129)
RACHEL VALADEZ (SBN 252415)
GREENBERG GLUSKER FIELDS
CLAMAN & MACTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, CA 90067
Tel: (310) 553-3610
Fax: (310) 553-0687

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SCG POWER RANGERS LLC

PLAINTIFF(S)

v.

UNDERDOG ENDEAVORS, INC. dba
MYPARTYSHIRT.COM; and DOES 1-10 inclusive,

DEFENDANT(S).

CASE NUMBER

CV11-08485 JAN (VBYx)

SUMMONS

TO:DEFENDANT(S): UNDERDOG ENDEAVORS, INC. dba MYPARTYSHIRT.COM

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint _____ amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Rachel Valadez, whose address is Greenberg Glusker Fields Claman & Mactinger LLP, 1900 Avenue of the Stars, 21st Floor, Los Angeles, CA 90067. If you fail to do so, 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, U.S. District Court

OCT 13 2011

Dated: _____

JULIE PRADO

By: _____

Deputy Clerk

(Seal of the Court)

SEAL

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].