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U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**CV 09**

**5373**

ZYNGA GAME NETWORK, INC., a Delaware Corporation,

CASE NO.

Plaintiff,

**COMPLAINT FOR:**

v.

**(1) VIOLATION OF 15 U.S.C. § 1125(a); (2) VIOLATION OF 18 U.S.C. § 1030; (3) VIOLATION OF CAL. BUS. & PROF. CODE § 17200; (4) VIOLATION OF CALIFORNIA PENAL CODE § 502; (5) STATE COMMON LAW TRADEMARK INFRINGEMENT; (6) COMMON LAW PASSING OFF AND UNFAIR COMPETITION; (7) BREACH OF CONTRACT; (8) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS; (9) TRESPASS TO CHATTELS**

PROMILA SAINI, an individual, SANDEEP BAWEJA, an individual, and JOHN DOES 1-5 D/B/A TRADEPOKERCHIPS.COM,

Defendants.

**DEMAND FOR JURY TRIAL**

CASE NO. \_\_\_\_\_ COMPLAINT

1 Plaintiff Zynga Game Network, Inc. (“Zynga”) brings this Complaint against defendants  
2 Promila Saini, Sandeep Baweja and John Does 1-5, d/b/a TRADEPOKERCHIPS.COM (collectively  
3 “Defendants”) for injunctive relief and damages under the laws of the United States and the State of  
4 California.

5 **Nature of the Action**

6 1. This is an action for violation of the federal Lanham Act, 15 U.S.C. § 1125(a);  
7 violation of the federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030; violation of the  
8 California statutory law of unfair competition, Cal. Bus. & Prof. Code § 17200; violation of  
9 California Penal Code § 502; California common law trademark infringement, passing off and unfair  
10 competition; breach of contract; intentional interference with contractual relations; and for trespass  
11 to chattels.

12 **The Parties**

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

15 3. On information and belief, defendant Promila Saini is an individual currently residing  
16 in India.

17 4. On information and belief, defendant Sandeep Baweja is an individual currently  
18 residing in India.

19 5. Zynga is currently unaware of the identities of Defendants John Does 1-5  
20 (“Defendants”), and therefore sues such defendants by such fictitious acronyms. Zynga is informed  
21 and believes that discovery will reveal the true identities of the Defendants. Zynga will amend this  
22 Complaint to identify Defendants by name after their identities are discovered.

23 6. On information and belief, the actions alleged herein to have been undertaken by  
24 Defendants were undertaken by each Defendant individually, were actions that each Defendant  
25 caused to occur, were actions that each Defendant authorized, controlled, directed, or had the ability  
26 to authorize, control or direct, and/or were actions in which each Defendant assisted, participated or  
27 otherwise encouraged, and are actions for which each Defendant is liable. Each Defendant aided  
28 and abetted the actions of the Defendants set forth below, in that each Defendant had knowledge of

1 those actions, provided assistance and benefitted from those actions, in whole or in part. Each of the  
2 Defendants was the agent of each of the remaining Defendants, and in doing the things hereinafter  
3 alleged, was acting within the course and scope of such agency and with the permission and consent  
4 of each and every one of the other Defendants.

5 **Jurisdiction and Venue**

6 7. This action arises under the trademark laws of the United States, 15 U.S.C. § 1051, *et*  
7 *seq.*, particularly under 15 U.S.C. § 1125(a), as well as the Computer Fraud and Abuse Act, 18  
8 U.S.C. § 1030; state unfair competition law; California Penal Code § 502; the common law of  
9 trademark infringement, passing off and unfair competition; breach of contract; the common law of  
10 intentional interference with contractual relations, and the common law of trespass to chattels. This  
11 Court has jurisdiction of the federal claims under 28 U.S.C. §§ 1331 and 1338, and 15 U.S.C. §§  
12 1116, 1121, and 1125. This Court has supplemental jurisdiction of the state unfair competition  
13 claims under 28 U.S.C. § 1338(b), those claims being joined with a substantial and related claim  
14 under the Trademark Laws of the United States, and supplemental jurisdiction of all of the state law  
15 claims under 28 U.S.C. § 1367(a), those claims being so related to the federal claims that they form  
16 part of the same case or controversy and derive from a common nucleus of operative fact.

17 8. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(2), and because  
18 Defendants have consented to venue in this district.

19 **Intradistrict Assignment**

20 9. This being an Intellectual Property Action, the Court's Assignment Plan provides for  
21 assignment of this Action on a district-wide basis. To the extent this Action may be deemed to have  
22 arisen in a particular county within this District, that county is San Francisco County on the grounds  
23 that a substantial part of the events or omissions which give rise to Zynga's claims occurred in San  
24 Francisco County, where Zynga is located.

25 **Factual Allegations**

26 10. Zynga is the largest social gaming company, providing, *inter alia*, online poker  
27 games, word games, board games, role playing games and party games including Texas Hold'Em  
28 Poker, Mafia Wars, YoVille, Vampires, Street Racing, Scramble and Word Twist. Zynga's games

1 are available on Facebook, MySpace, Bebo, Hi5, Friendster, Tagged, Yahoo!, the iPhone and iPod  
2 Touch, among others.

3 11. Zynga coined the trademark and service mark (collectively “mark”) ZYNGA and has  
4 made use of the mark ZYNGA in commerce since June 2007.

5 12. Zynga’s games have been a runaway success. In July, 2008, Zynga had over 1.3  
6 million daily active users and 20 million registered users. As of January 1, 2009, Zynga had over 75  
7 million registered users. As of May, 2009, Zynga had more than 9.5 million daily users.

8 13. Zynga’s success and the success of the ZYNGA mark have been widely reported in  
9 the press, on the Internet and in blogs.

10 14. The mark ZYNGA is inherently distinctive, and furthermore, by virtue of the  
11 extensive online sales and advertising under the mark ZYNGA, the ZYNGA mark has become well-  
12 known within social gaming circles as a source identifier for Zynga’s games.

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

18 16. One of Zynga’s most popular properties is Zynga Poker (the “Game”), a  
19 computerized version of the world-famous Texas Hold’Em poker game.

20 17. Zynga makes the Game available through social networking websites and  
21 applications (collectively “Providers”), including but not limited to those identified in Paragraph 8  
22 above.

23 18. Zynga owns or leases the computer servers that players must access in order to play  
24 the Game. Zynga grants players who participate in the Game a revocable license to access its  
25 servers for the purpose of playing the Game.

26 19. Zynga’s Terms of Service govern users’ play of the Game, and players who use the  
27 Game must consent to the Terms of Service.

28 20. Players who use the Game in a manner not expressly authorized by Zynga, including

1 without limitation in violation of the Terms of Service, are not authorized to participate in the Game,  
2 or to access Zynga's servers.

3 21. When users sign up with Zynga to play the Game, they receive a certain number of  
4 virtual "chips" that they use to compete in games with other players using the Providers' sites and/or  
5 applications. Players can increase their total number of "chips" through their play, and can also  
6 purchase "chips" from Zynga.

7 22. Zynga grants players a limited, revocable license to use the "chips" while playing the  
8 Game, but retains sole and exclusive ownership of the "chips" and the source code that allows the  
9 "chips" to be used in the Game.

10 23. Zynga has not authorized any third party to sell the "chips" required to play the  
11 Game.

12 24. Among other things, the Terms of Service that govern users' play of the Game  
13 prohibit players from selling "chips" for real-world money or otherwise exchanging "chips" for  
14 anything of value outside the Game.

15 25. Zynga also notifies players within the Game that they are not authorized to buy or sell  
16 "chips" outside of the Game, and that they can be banned from the Game for buying or selling  
17 "chips."

18 26. Zynga has implemented security measures to prevent the unauthorized purchase, sale,  
19 and transfer of "chips."

20 27. Without Zynga's authorization or approval, Defendants have created and currently  
21 operate websites at the Internet domain names TRADEPOKERCHIPS.COM;  
22 TRADEFACEBOOKPOKERCHIPS.COM; FACEBOOKTEXASHOLDEMPOKERCHIPS.COM;  
23 24X7POKERCHIPS; SANTACHIPS.COM; and CHIPSMONSTER.COM (the "Websites" or the  
24 "Domain Names"), possibly among others.

25 28. Through the Websites, Defendants "sell" "chips" that users, playing the Game  
26 through the Providers' websites and/or applications, can use to compete with other players who  
27 obtained their "chips" directly from Zynga.

28 29. Defendants advertise and "sell" these "chips" using the ZYNGA mark and/or

1 confusingly similar misspellings or variations of the ZYNGA mark.

2 30. Defendants “sell” “chips” for use in the Game for real-world money, and at prices  
3 that are substantially lower than the prices paid by users who obtain their “chips” from Zynga.

4 31. Defendants have used the Game itself as part of their scheme, transferring the “chips”  
5 they “sell” during game play in contravention of the Game’s terms of service and/or security  
6 measures, and in violation of the license they received from Zynga to participate in the Game.

7 32. Zynga has never authorized Defendants to use the mark ZYNGA or to “sell” “chips”  
8 for use in the Game, nor has Zynga authorized Defendants to use the Game to transfer “chips” that  
9 Defendants have “sold” to players through the Websites.

10 **FIRST CAUSE OF ACTION**

11 **(False Designation of Origin Regarding the Mark ZYNGA)**

12 **(15 U.S.C. § 1125(a))**

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

15 34. Defendants’ use of the mark ZYNGA and/or of confusingly similar misspellings or  
16 variations thereof constitutes use of a false designation of origin or false and misleading  
17 representation in interstate commerce that wrongfully and falsely designates, describes and  
18 represents that Defendants’ products and services are connected, affiliated or associated with Zynga,  
19 and is likely to cause confusion as to Defendants’ affiliation, connection or association with Zynga,  
20 or as to the origin, sponsorship, or approval of Defendants’ products or services by Zynga in  
21 violation of 15 U.S.C. §1125(a).

22 35. Defendants’ conduct as alleged herein has caused and will continue to cause Zynga  
23 irreparable harm for which there is no adequate remedy at law, and is also causing damage to Zynga  
24 in an amount which cannot be accurately computed at this time but will be proven at trial.

25 **SECOND CAUSE OF ACTION**

26 **(Violation of the Federal Computer Fraud and Abuse Act)**

27 **(18 U.S.C. § 1030)**

28 36. Zynga repeats, realleges and incorporates each and every allegation of the foregoing

1 paragraphs, as though fully set forth in this cause of action.

2 37. Zynga's computer servers are involved in interstate and foreign commerce and  
3 communication, and are protected under 18 U.S.C. § 1030(e)(2).

4 38. Defendants have intentionally accessed Zynga's computer servers without  
5 authorization and/or in excess of authorized access, and through interstate or foreign communication,  
6 obtained information from Zynga's computers in violation of 18 U.S.C. § 1030(a)(2)(c).

7 39. Defendants have, knowingly and with intent to defraud, accessed Zynga's computer  
8 servers without authorization and/or in excess of authorized access, furthered the intended fraud, and  
9 obtained something of value, in violation of 18 U.S.C. § 1030(a)(4).

10 40. Defendants' actions have caused loss to one or more persons, including without  
11 limitation Zynga, in a one year period aggregating at least \$5,000 in value.

12 41. Defendants' conduct as alleged herein has caused and will continue to cause Zynga  
13 irreparable harm for which there is no adequate remedy at law, and is also causing damage to Zynga  
14 in an amount which cannot be accurately computed at this time but will be proven at trial.

15 **THIRD CAUSE OF ACTION**

16 **(California Statutory Unfair Competition)**

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

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

20 43. Defendants compete directly with Zynga by "selling" the "chips" that are required to  
21 play the Game.

22 44. Defendants are making unauthorized commercial use of the mark ZYNGA and/or of  
23 confusingly similar misspellings or variations thereof in a deliberate, willful, intentional and  
24 wrongful attempt to trade on Zynga's goodwill, reputation and financial investments in the mark  
25 ZYNGA.

26 45. By reason of Defendants' conduct as alleged herein, Defendants have engaged in  
27 unlawful, unfair and/or fraudulent ongoing business practices in violation of California Business &  
28 Professions Code § 17200.

1 46. As a direct result of Defendants' unfair competition with regard to the mark ZYNGA,  
2 Defendants have unlawfully acquired, and continue to acquire on an ongoing basis, an unfair  
3 competitive advantage and have engaged, and continue to engage in, wrongful business conduct to  
4 Defendants' monetary advantage and to the detriment of Zynga.

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

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

11 **FOURTH CAUSE OF ACTION**

12 **(Violation of California Penal Code § 502)**

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

15 50. Zynga is the owner or lessee of the computers, computer systems, computer network,  
16 computer programs and data that operate the Game.

17 51. Defendants have knowingly accessed and without permission made use of data from  
18 Zynga's computers, computer systems and computer network in order to wrongfully control or  
19 obtain money, property, or data in violation of California Penal Code § 502(c)(1)(B).

20 52. Defendants have knowingly accessed and without permission taken, copied or made  
21 use of data from Zynga's computers, computer systems, or computer network in violation of  
22 California Penal Code § 502(c)(2).

23 53. Defendants have knowingly and without permission used computer services in  
24 violation of California Penal Code § 502(c)(3).

25 54. Defendants have knowingly and without permission disrupted or caused the  
26 disruption of computer services or denied or caused the denial of computer services to authorized  
27 users of Zynga's computers, computer systems, and computer network in violation of California  
28 Penal Code § 502(c)(5).



1 55. Defendants have knowingly and without permission provided or assisted in providing  
2 a means of accessing Zynga's computers, computer systems and computer networks in violation of  
3 California Penal Code § 502. See California Penal Code § 502(c)(6).

4 56. Defendants have knowingly and without permission accessed or caused to be  
5 accessed Zynga's computers, computer systems and computer network in violation of California  
6 Penal Code § 502(c)(7).

7 57. Defendants' actions as alleged herein have caused Zynga to suffer damage and loss.

8 58. Defendants' actions as alleged herein have been oppressive, fraudulent or malicious.  
9 Zynga requests punitive or exemplary damages pursuant to California Civil Code § 3294(a) in an  
10 amount sufficient to punish and deter Defendants and to make an example of Defendants.

11 59. Defendants' actions as alleged herein have caused and will continue to cause Zynga  
12 irreparable harm for which there is no adequate remedy at law, and are also causing damage to  
13 Zynga in an amount which cannot be accurately computed at this time but will be proven at trial.

14 60. This Court has jurisdiction over the subject matter of this claim pursuant to the  
15 provisions of 28 U.S.C. § 1367.

16 **FIFTH CAUSE OF ACTION**

17 **(Common Law Trademark Infringement of the Mark ZYNGA)**

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

20 62. Defendants' unauthorized use of the mark ZYNGA and/or of confusingly similar  
21 misspellings or variations thereof constitutes trademark infringement and is likely to cause  
22 confusion, deception and mistake among the consuming public and trade as to the source of, and  
23 authorization for the products and/or services sold by Defendants in violation of the common law of  
24 the State of California.

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

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

4 **SIXTH CAUSE OF ACTION**

5 **(California Common Law Passing Off and Unfair Competition)**

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

8 66. By virtue of their conduct as alleged herein, Defendants have engaged and are  
9 engaging in unfair competition and passing off under the common law of the State of California.

10 67. As well as harming the public, Defendants' conduct as alleged herein has caused and  
11 will continue to cause Zynga irreparable harm for which there is no adequate remedy at law, and is  
12 also causing damage to Zynga in an amount which cannot be accurately computed at this time but  
13 will be proven at trial.

14 68. Defendants' actions were undertaken intentionally to obtain an unfair advantage over  
15 Zynga and in conscious disregard of Zynga's rights, and were malicious, oppressive and/or  
16 fraudulent. Zynga requests punitive or exemplary damages pursuant to California Civil Code §  
17 3294(a) in an amount sufficient to punish and deter Defendants and to make an example of  
18 Defendants.

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

22 **SEVENTH CAUSE OF ACTION**

23 **(Breach of Contract)**

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

26 71. By participating in the Game, Defendants have agreed to be bound by the Terms of  
27 Service governing use of the Game as alleged above.

28 72. Zynga has performed all conditions, covenants and promises required to be performed

1 on its part in accordance with the Terms of Service except as excused by Defendants' failure to  
2 perform all conditions, covenants and promises required to be performed on Defendant's part.

3 73. By "selling" "chips" for use in the Game through the Websites, and by using the  
4 Game itself to transfer the "chips" they sell, Defendants have breached the Terms of Service.

5 74. Defendants' conduct as alleged herein has caused and will continue to cause Zynga  
6 irreparable harm for which there is no adequate remedy at law, and is also causing damage to Zynga  
7 in an amount which cannot be accurately computed at this time but will be proven at trial.

8 75. This Court has jurisdiction over the subject matter of this claim pursuant to the  
9 provisions of 28 U.S.C. § 1367.

10 **EIGHTH CAUSE OF ACTION**

11 **(Intentional Interference with Contractual Relations)**

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

14 77. Zynga has existing valid contracts with users of the Game.

15 78. Zynga is informed and believes, and on that basis alleges, that Defendants have  
16 knowledge of those contracts, and that Defendants have acted intentionally to induce a breach or  
17 disruption of those contractual relationships by "selling" "chips" for the Game without authorization,  
18 at prices that are substantially lower than the prices paid by users who obtain their "chips" from  
19 Zynga, and by distributing "chips" to users in a manner prohibited by the Terms of Service.

20 79. Defendants' actions as alleged herein have caused actual disruption or breach of  
21 Zynga's contractual relationships with individual users.

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

25 81. This Court has jurisdiction over the subject matter of this claim pursuant to the  
26 provisions of 28 U.S.C. § 1367.

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1 **NINTH CAUSE OF ACTION**

2 **(Trespass to Chattels)**

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

5 83. Zynga has a possessory interest in the servers that Defendants have used to access the  
6 Game and in the virtual “chips” Defendants sell.

7 84. Defendants have intentionally and without authorization interfered with Zynga’s  
8 possessory interest in the servers and the “chips” by using the servers to conduct their unauthorized  
9 and unlawful activities as alleged herein.

10 85. Defendants’ conduct as alleged herein has caused and will continue to cause Zynga  
11 irreparable harm for which there is no adequate remedy at law, and is also causing damage to Zynga  
12 in an amount which cannot be accurately computed at this time but will be proven at trial.

13 86. Defendants’ actions were undertaken intentionally to obtain an unfair advantage over  
14 Zynga and in conscious disregard of Zynga’s rights, and were malicious, oppressive and/or  
15 fraudulent. Zynga requests punitive or exemplary damages pursuant to California Civil Code §  
16 3294(a) in an amount sufficient to punish and deter Defendants and to make an example of  
17 Defendants.

18 87. This Court has jurisdiction over the subject matter of this claim pursuant to the  
19 provisions of 28 U.S.C. § 1367.

20 **REQUEST FOR RELIEF**

21 Zynga requests that this Court:

22 A. Enter a permanent injunction enjoining Defendants and their officers, directors,  
23 agents, employees, representatives and all persons or entities acting in concert or participation with  
24 Defendants from accessing or using Zynga’s computer servers, including without limitation the  
25 Game or any other games or applications that Zynga makes available, for any purpose whatsoever;

26 B. Enter a permanent injunction enjoining Defendants and their officers, directors,  
27 agents, employees, representatives and all persons or entities acting in concert or participation with  
28 Defendants from using the mark ZYNGA and/or confusingly similar misspellings or variations

1 thereof, alone or in combination with any other words or phrases, in a manner that is likely to cause  
2 confusion with respect to the mark ZYNGA or with respect to Zynga's approval or authorization of  
3 Defendants' actions, including but not limited to enjoining Defendants from registering any Internet  
4 domain names containing the term ZYNGA and/or of confusingly similar misspellings or variations  
5 thereof, alone or in combination with any other terms;

6 C. Enter a permanent injunction enjoining Defendants and their officers, directors,  
7 agents, employees, representatives and all persons or entities acting in concert or participation with  
8 Defendants from accessing, playing, or otherwise participating in the Game, or in any other game or  
9 application that Zynga makes available;

10 D. Enter a permanent injunction enjoining Defendants and their officers, directors,  
11 agents, employees, representatives and all persons or entities acting in concert or participation with  
12 Defendants from buying, selling, offering for sale, advertising, exchanging, trading or otherwise  
13 dealing in "chips" for use in the Game, as well as any currency or items used in any game or  
14 application that Zynga makes available.

15 E. Enter a permanent injunction requiring Defendants and their officers, directors,  
16 agents, employees, representatives and all persons or entities acting in concert or participation with  
17 Defendants to immediately cease any conduct suggesting or tending to suggest that any products or  
18 services they advertise or offer for sale are directly or indirectly sponsored or approved by, or  
19 affiliated with Zynga;

20 F. Order the transfer of the Domain Names, and any other Internet domain names  
21 Defendants are using in connection with the sale, offering for sale, advertisement, or exchange of  
22 "chips" for use in the Game, to Zynga;

23 G. Enter a finding that Defendants' actions were willful, deliberate, and malicious;

24 H. Enter a finding that Defendants' actions were malicious, oppressive and/or  
25 fraudulent;

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

28 J. Enter an order, pursuant to 15 U.S.C. § 1118 and other applicable law, directing

1 Defendants to deliver for destruction all products in their possession or under their control that  
2 infringe Zynga's intellectual property rights;

3 K. Award Zynga punitive damages in an amount sufficient to punish and deter  
4 Defendants;

5 L. Enter an award of attorneys' fees and costs; and

6 M. Award any such other and further relief as this Court deems just and proper.

7 **PLAINTIFF ZYNGA HEREBY DEMANDS A TRIAL BY JURY.**

8  
9 Dated: November 13, 2009

By: 

Christopher T. Varas  
Keats McFarland & Wilson LLP  
Attorneys for Plaintiff  
ZYNGA GAME NETWORK, INC.

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**Zynga Game Network, Inc. v. Promila Saini, Sandeep Baweja,**  
**and John Does 1-5 d/b/a tradepokerchips.com**  
**U.S. District Court, Northern District of California**  
**(San Francisco Division)**  
**Case No. \_\_\_\_\_**

# **COMPLAINT**

## **EXHIBIT 1**

# 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



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Director of the United States Patent and Trademark Office

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