

1 GIRARDI | KEESE
 2 THOMAS V. GIRARDI, SBN 36603
 3 tgirardi@girardikeese.com
 4 GRAHAM B. LIPPSMITH, SBN 221984
 5 glippsmith@girardikeese.com
 1126 Wilshire Boulevard
 Los Angeles, California 90017
 Telephone: (213) 977-0211
 Facsimile: (213) 481-1554

6 MILORD & ASSOCIATES, P.C.
 7 MILORD A. KESHISHIAN, SBN 197835
 8 milord@milordlaw.com
 2049 Century Park East, Suite 3850
 Los Angeles, CA 90067
 Telephone: (310) 226-7878
 Facsimile: (310) 226-7879

10 Attorneys for Plaintiff

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

13 SOCIALAPPS, LLC, d/b/a take(5)social)
 14 and playSocial, a California company,)
 15 Plaintiff,)

16 v.

17 ZYNGA, INC., a California corporation;
 18 ZYNGA GAME NETWORK, INC., a
 19 California corporation; and DOES 1
 through 10, inclusive,

20 Defendants.

SACV 11-00919 (MLG)

COMPLAINT FOR DAMAGES

COUNTS:

1. COPYRIGHT INFRINGEMENT;
2. VIOLATIONS OF CALIFORNIA
UNIFORM TRADE SECRETS ACT
(CAL. CIV. CODE § 3436 ET SEQ.);
3. BREACH OF WRITTEN CONTRACT;
4. BREACH OF IMPLIED-IN-FACT
CONTRACT;
5. BREACH OF CONFIDENCE; AND
6. BREACH OF IMPLIED COVENANT
OF GOOD FAITH AND FAIR
DEALING

DEMAND FOR JURY TRIAL

COMPLAINT FOR DAMAGES

JURISDICTION AND VENUE

1
2
3
4 1. These causes of action arise under the provisions of the Copyright Act (17
5 U.S.C. §§ 101, 501), the law of the State of California and the common law. This Court has
6 subject matter jurisdiction pursuant to 28 U.S.C. §§1331 and 1338(a) and 15 U.S.C. §1125.
7 This Court has subject matter jurisdiction over the state law causes of action under 28
8 U.S.C. §1367(a) because these are claims that are so related to claims within the original
9 jurisdiction of this Court under the copyright and unfair competition laws of the United
10 States that they form part of the same case or controversy.

11 2. Venue in this judicial district is proper under 28 U.S.C. §1391(b) and (c)
12 because the events giving rise to this action occurred in this district, namely Defendants
13 have, among other acts, marketed and sold in this district products that infringe Plaintiff's
14 copyrights, and because the Defendants' actions have resulted in Lanham Act violations and
15 unfair competition throughout the State of California, including in this venue.
16

THE PARTIES

17
18 3. Plaintiff SocialApps, LLC d/b/a playSocial and take(5)social ("Plaintiff") is
19 and was at all times relevant herein a California company and a citizen of California in Los
20 Angeles County. Plaintiff's primary business is developing, posting and maintaining online
21 social network games for sale. Plaintiff owns the rights to the myFarm source code and has
22 all of Michael Yager and DesignerMichael, LLC's rights therein.

23 4. Defendants Zynga, Inc. and Zynga Game Network, Inc. (jointly, "Zynga") are
24 corporations with their headquarters located in San Francisco, California. Zynga also has
25 locations in Los Angeles, California and Los Gatos, California. Zynga is and was at all
26 times herein a direct competitor of Plaintiff because Zynga's primary business is and was at
27 all times herein developing, posting and maintaining online social network games for sale.
28 Zynga markets and sells its social network game services throughout the entire United

1 States, including throughout all of California.

2 5. The true names and capacities of Defendants Does 1-10 are unknown to
3 Plaintiff, and Plaintiff will seek leave of Court to amend this complaint to allege such names
4 and capacities as soon as they are ascertained.

5 6. Whenever Plaintiff refers to any act, deed, or conduct of "Defendants," said
6 references mean that Zynga and DOES 1-10 engaged in the acts, deeds or conduct by and
7 through one or more of its officers, directors, agents, employees or representatives who
8 were actively engaged in the management, direction, control or transaction of Defendants
9 Zynga and DOES 1-10's ordinary business affairs.

10 7. Plaintiff is informed and believes and thereon alleges that at all times relevant
11 hereto each of the Defendants, including without limitation the Doe Defendants, was the
12 agent, affiliate, officer, director, manager, principal, alter-ego and/or employee of the other
13 Defendants and was at all times acting within the scope of such agency, affiliation, alter-ego
14 relationship and/or employment and actively participated in, or subsequently ratified and
15 adopted, or both, each and all of the acts or conduct alleged herein, with full knowledge of
16 all the facts and circumstances, including, but not limited to, full knowledge of each and all
17 of the violations of Plaintiff's rights and the damages to Plaintiff proximately caused
18 thereby.

20 GENERAL ALLEGATIONS

21 8. Prior to November 2008, Plaintiff invested substantial time, resources and
22 funds to develop "myFarm," the first farming social network game that allowed players to
23 create their own virtual farms, raise virtual produce and animals and harvest their virtual
24 farm goods to trade with or sell to other players. Seeking to capitalize on the meteoric rise
25 of social network gaming platforms accessed through Facebook, Plaintiff created and first
26 publicly released myFarm on Facebook in or about November 2008.

27 9. To enhance the myFarm playing experience, Plaintiff created a unique system
28 in which players have the option to use "myFarm Credits." Players acquire myFarm Credits

1 by either (1) purchasing them from Plaintiff's clearinghouse partner or (2) partaking in
2 listed surveys and offers by advertising partners. With the myFarm Credits, players buy
3 virtual myFarm Cash to develop their farms, activate other game features and support the
4 game. Plaintiff's myFarm Credits and myFarm Cash features are the means by which
5 myFarm generates its revenues.

6 10. In or about May 2009, Defendants approached Plaintiff in an attempt to acquire
7 the intellectual rights and source code for myFarm. On May 9, 2009, Defendants and
8 Plaintiff entered into a Letter Agreement and Term Sheet providing key business terms and
9 for confidentiality concerning both the transaction and any company information—
10 including proprietary source code—Plaintiff provided to Defendants in what Defendants
11 called their "due diligence." Under both the express terms of the Letter Agreement and
12 implied through Defendants and Plaintiff's words and conduct and industry norms, Plaintiff
13 and Defendants had a bilateral expectation that if Defendants used Plaintiff's myFarm
14 concept and distinct features, Defendants would compensate and credit Plaintiff for such
15 use.

16 11. Using the ruse of "due diligence," Defendants required Plaintiff to produce its
17 confidential source code for myFarm, and Plaintiff provided Defendants with the source
18 code they requested under a reasonable belief that Defendants were in fact performing their
19 due diligence and that Defendants would abide by the confidentiality terms binding them.
20 By providing this confidential source code, Plaintiff revealed to Defendants numerous
21 aspects of myFarm's functionality, including its processes for using myFarm Credits,
22 myFarm's key feature for generating revenue.

23 12. Shortly after Plaintiff provided Defendants with the confidential source code
24 that Defendants requested, Defendants ceased communicating with Plaintiff. Although
25 Plaintiff was not aware of it at the time Zynga took Plaintiff's confidential source code,
26 Defendants used their ruse of due diligence to access Plaintiff's confidential source code.
27 Plaintiff is informed and believes that, shortly thereafter, Defendants intentionally and
28 deliberately used Plaintiff's confidential source code to clone myFarm's key features as part

1 of a campaign to wrongfully divert revenues from myFarm and generate additional
2 revenues.

3 13. Defendants never compensated or credited Plaintiff for using myFarm's
4 confidential source code. Defendants also never obtained Plaintiff's permission to use the
5 source code. Despite this, Plaintiff is informed and believes Defendants used Plaintiff's
6 source code when it first released "Farmville" on or about June 19, 2009. Until Defendants'
7 June 19, 2009 release of Farmville, Plaintiff neither knew nor had reason to know that
8 Defendants used its myFarm confidential source code without compensating Plaintiff or
9 Plaintiff's permission.

10 14. On or about June 13, 2011, Plaintiff registered myFarm with the United States
11 Copyright Office. A true and correct copy of the Application, Service Request No. 1-
12 621918421, is attached hereto as Exhibit 1 and is incorporated by reference.

13 15. The registered work includes the source code for myFarm.

14 16. Plaintiff is informed and believes that Defendants used and continue to use
15 Plaintiff's confidential source code to create, maintain, and generate substantial revenues
16 from Defendants' Farmville game.

17 17. Plaintiff is also informed and believes that Defendants used and continues to
18 use Plaintiff's confidential source code to create, maintain, and generate substantial
19 revenues from Defendants' other popular virtual world games including but not limited to
20 FrontierVille, CityVille, and FishVille. ("Other Virtual World Games").

21 22 FIRST CAUSE OF ACTION

23 COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 101, *ET SEQ.*)

24 (Against All Defendants)

25 18. Plaintiff repeats, alleges and incorporates by reference the allegations
26 contained in this Complaint as though fully set forth herein.

27 19. Plaintiff owns the copyright to the myFarm source code.

28 20. Defendants have deliberately and intentionally infringed on Plaintiff's

1 copyright without authorization, in direct violation of the Copyright Act, 17 U.S.C. §§ 106
2 and 501. Such infringing conduct includes, but is not limited to, Defendants' copying of
3 myFarm's source code in the creation and maintenance of Farmville and the Other Virtual
4 World Games.

5 21. Each infringement by Defendants constitutes a separate and distinct act of
6 infringement against myFarm.

7 22. Defendants' acts of infringement are willful, in disregard of and with
8 indifference to the rights of Plaintiff. At no time did Plaintiff authorize Defendants to
9 reproduce, adapt, or distribute myFarm.

10 23. Each player that is wrongfully diverted to Farmville and Zynga's Other Virtual
11 World Games constitutes an entire network of social connections and related revenues.

12 24. As a direct and proximate result of Defendants' infringement of Plaintiff's
13 rights, Plaintiff has sustained, and will continue to sustain, substantial injury, loss, and
14 damages in an amount exceeding \$100,000.00 and as will be proven at trial.

15 25. Plaintiff is entitled to a permanent injunction restraining Defendants, their
16 officers, directors, agents, employees, representatives and all persons acting in concert with
17 them from engaging in further acts of copyright infringement.

18 26. Plaintiff is further entitled to recover from Defendants the gains, profits and
19 advantages Defendants have obtained as a result of their acts of copyright infringement.
20 Plaintiff is at present unable to ascertain the full extent of the gains, profits and advantages
21 Defendants have obtained by reason of their acts of copyright infringement, but Plaintiff is
22 informed and believes, and on that basis alleges, that Defendants obtained such gains,
23 profits and advantages in an amount exceeding \$500,000.00.

24 ///

25 ///

26 ///

27 ///

28 **SECOND CAUSE OF ACTION—VIOLATIONS OF CALIFORNIA UNIFORM**

TRADE SECRETS ACT (CAL. CIV. CODE §§ 3436, *ET SEQ.*)
(Against All Defendants)

27. Plaintiff repeats, alleges and incorporates by reference the allegations contained in this Complaint as though fully set forth herein.

28. Plaintiff is the sole owner and/or possessor of its proprietary source code for myFarm and its various features as a result of substantial time, resources and funds to develop myFarm.

29. Plaintiff's source code had economic value in that it contained information not generally known within the trade and was the culmination of many years of research and development. Plaintiff made reasonable efforts to ensure that its source code remained a secret by disclosing this information only to those who required this information to perform their jobs and by requiring those who accessed this information to refrain from disclosing or disseminating this information.

30. Plaintiff's confidential source code was a trade secret that merits legal protection from Defendants' misappropriation in that Defendants used the ruse of conducting "due diligence" in negotiations for purchasing Plaintiff's technology and Plaintiff is informed and believes that Defendant used Plaintiff's source code to develop and release Farmville and its Other Virtual Games, steering users away from Plaintiff's game and generate its own revenues from Plaintiff's technology.

31. Defendants misappropriated Plaintiff's confidential source code. Plaintiff is informed and believes that Defendants used Plaintiff's confidential source code to develop and release Farmville and its Other Virtual Games, steering users away from Plaintiff's game and generate its own revenues from Plaintiff's technology. Defendants did this for their own benefit in violation of the confidentiality provisions of at least the Letter Agreement. Defendants then developed and released products that directly competed and continue to compete with Plaintiff's myFarm product, causing Plaintiff to lose valuable revenues and its existing and potential business, goodwill and reputation derived therefrom.

32. As a proximate result of Defendants' misconduct, Plaintiff's business, profits,

1 goodwill and reputation have been damaged in an amount to be determined at trial.

2 33. Defendants conduct as described herein was despicable and was committed
3 maliciously, fraudulently and oppressively with the wrongful intention of injuring Plaintiff
4 and with a willful and conscious disregard of the rights of Plaintiff. Defendants subjected
5 Plaintiff to cruel and unjust hardship, and via intentional misrepresentation, deceit, or
6 concealment of material facts, Defendants intended to deprive Plaintiff of property or legal
7 rights all to the detriment of Plaintiff and to the financial benefit of Defendants.

8 34. Defendants' conduct is particularly reprehensible because Plaintiff is informed
9 and believes it was part of a repeated corporate practice and not an isolated occurrence.
10 Plaintiff is informed and believes and thereon alleges that Defendants have substantially
11 increased their profits as a result.

12
13 **THIRD CAUSE OF ACTION—BREACH OF WRITTEN CONTRACT**
14 **(Against All Defendants)**

15 35. Plaintiff repeats, alleges and incorporates by reference the allegations
16 contained in this Complaint as though fully set forth herein.

17 36. On or about May 9, 2009, Plaintiff and Defendants entered into a written
18 agreement with term sheet whereby Plaintiff conditioned an offer to convey concepts and/or
19 game features for its myFarm game in exchange for Defendants' obligation to pay and
20 credit Plaintiff for the concepts if Defendants were to use those concepts and/or game
21 features in social network games. Defendants also agreed not to disclose, divulge or exploit
22 those concepts and/or game features without Plaintiff's authorization and/or payment and
23 credit to Plaintiff for use of the concepts and/or game features in social network games.

24 37. Plaintiff performed all conditions, covenants, and promises required on its part
25 to be performed in accordance with the terms and conditions of its written agreement with
26 the Defendants.

27 38. Defendants breached and continue to breach their written agreement with
28 Plaintiff by developing, releasing, maintaining and/or offering for sale features on social

1 network games using Plaintiff's myFarm concepts and/or game features without
2 compensating or crediting Plaintiff. Defendants also breached and continue to breach their
3 written agreement with Plaintiff by using Plaintiff's myFarm concepts and/or game features
4 without Plaintiff's authorization or permission.

5 39. As a direct and proximate result of Defendants' material breaches of the
6 written agreement, Plaintiff has suffered and will continue to suffer actual damages in an
7 amount to be proven at trial.

8
9 **FOURTH CAUSE OF ACTION—BREACH OF IMPLIED-IN-FACT CONTRACT**
10 **(Against All Defendants)**

11 40. Plaintiff repeats, alleges and incorporates by reference the allegations
12 contained in this Complaint as though fully set forth herein.

13 41. Beginning in at least May 2009, Plaintiff and Defendants entered into an
14 implied-in-fact contract, as shown by their course of conduct, whereby Plaintiff conditioned
15 an offer to convey concepts and/or game features for its myFarm game in exchange for
16 Defendants' obligation to pay and credit Plaintiff for the concepts and/or game features if
17 Defendants were to use those concepts and/or game features in social network games.

18 42. By their course of conduct, Defendants voluntarily accepted Plaintiff's
19 disclosures, knowing that using Plaintiff's concepts for and/or game features of myFarm in
20 social network games carried with it an obligation to, at a minimum, compensate and credit
21 Plaintiff for their use.

22 43. Plaintiff conveyed and Defendants accepted these concepts and/or game
23 features pursuant to the standard custom and practice in the entertainment industry of
24 providing creative concepts to Defendants in exchange for compensation and credit to
25 Plaintiff if Defendant were to use those concepts and/or game features.

26 44. Plaintiff performed all conditions, covenants, and promises required on its part
27 to be performed in accordance with the terms and conditions of its agreement with the
28 Defendants.

1 45. Defendants' actions and conduct implied and led Plaintiff to reasonably believe
2 that it would be fully compensated and credited for Plaintiff's concepts for and/or game
3 features of myFarm in social network games should Defendants choose to develop, release,
4 maintain and/or offer for sale such social network games.

5 46. Defendants breached and continue to breach their implied contract with
6 Plaintiff by developing, releasing, maintaining and/or offering for sale features on social
7 network games using Plaintiff's myFarm concepts and/or game features without
8 compensating or crediting Plaintiff.

9 47. As a direct and proximate result of Defendants' material breaches of the
10 implied-in-fact contract, Plaintiff has suffered and will continue to suffer actual damages in
11 an amount to be proven at trial.

12
13 **FIFTH CAUSE OF ACTION—BREACH OF CONFIDENCE**
14 **(Against All Defendants)**

15 48. Plaintiff repeats, alleges and incorporates by reference the allegations
16 contained in this Complaint as though fully set forth herein.

17 49. Beginning in May 2009, Plaintiff and Defendants also entered into a
18 confidential relationship, as shown by their course of conduct, whereby Plaintiff
19 conditioned an offer to convey concepts and/or game features for its myFarm game in
20 exchange for Defendants' obligation not to disclose, divulge or exploit those concepts
21 and/or game features without Plaintiff's authorization and/or payment and credit to Plaintiff
22 for use of the concepts and/or game features in social network games.

23 50. By their course of conduct, Defendants voluntarily accepted Plaintiff's
24 disclosures, knowing that using Plaintiff's concepts for and/or game features of myFarm in
25 social network games without Plaintiff's authorization carried with it an obligation to, at a
26 minimum, compensate and credit Plaintiff for their use.

27 51. Plaintiff conveyed and Defendants accepted these concepts and/or game
28 features pursuant to the standard custom and practice in the entertainment industry of

1 providing creative concepts to Defendants in exchange for maintaining their confidentiality,
2 not disclosing, divulging or exploiting those concepts and/or game features without
3 Plaintiff's authorization and/or compensation and credit to Plaintiff if Defendant were to use
4 those concepts and/or game features.

5 52. Plaintiff performed all conditions, covenants, and promises required on its part
6 to be performed in accordance with the terms and conditions of its agreement with the
7 Defendants.

8 53. Defendants' actions and conduct implied and led Plaintiff to reasonably believe
9 that Defendants would not disclose, divulge or exploit those concepts and/or game features
10 without Plaintiff's authorization and/or compensation and credit to Plaintiff if Defendant
11 were to develop, release, maintain and/or offer for sale such social network games.

12 54. Defendants breached and continue to breach their confidence with Plaintiff by
13 developing, releasing, maintaining and/or offering for sale features on social network games
14 using Plaintiff's myFarm concepts and/or game features without Plaintiff's authorization
15 and without compensating or crediting Plaintiff.

16 55. As a direct and proximate result of Defendants' material breaches of
17 confidence, Plaintiff has suffered and will continue to suffer actual damages in an amount to
18 be proven at trial.

19
20 **SIXTH CAUSE OF ACTION—BREACH OF THE IMPLIED COVENANT OF**
21 **GOOD FAITH AND FAIR DEALING**
22 **(Against All Defendants)**

23 56. Plaintiff repeats, alleges and incorporates by reference the allegations
24 contained in this Complaint as though fully set forth herein.

25 57. Every contract carries with it the implied covenant of good faith and fair
26 dealing. Having relied on that covenant, Plaintiff entered into each of the written and
27 implied agreements with Defendants.

28 58. Defendants had a duty to act fairly and in good faith with respect to meeting

1 their responsibilities to Plaintiff under each of the agreements.

2 59. Plaintiff performed all conditions, covenants, and promises required on its part
3 to be performed in accordance with the terms and conditions of its agreements with the
4 Defendants.

5 60. Defendants breached and continue to breach their agreements with Plaintiff by
6 developing, releasing, maintaining and/or offering for sale features on social network games
7 using Plaintiff's myFarm concepts and/or game features without compensating or crediting
8 Plaintiff. Defendants also breached and continue to breach their agreements with Plaintiff
9 by using Plaintiff's myFarm concepts and/or game features without Plaintiff's authorization
10 or permission.

11 61. Plaintiff is informed and believes that from the outset of the negotiations with
12 Plaintiff, Defendants never intended to meet their responsibilities to Plaintiff under each of
13 the agreements, including, but not limited to compensating and/or crediting Plaintiff for its
14 concepts and/or game features and refraining from disclosing, divulging or exploiting
15 Plaintiff's concepts and/or game features without Plaintiff's authorization and without
16 compensating or crediting Plaintiff. However, Defendants deceived Plaintiff into believing
17 that they would abide by the terms of the agreement and, at a minimum, not use the ruse of
18 conducting "due diligence" to access Plaintiff's source code in order to steal Plaintiff's
19 concepts and/or game features.

20 62. As a direct and proximate result of Defendants' breaches of the implied
21 covenant of good faith and fair dealing, Plaintiff has suffered and will continue to suffer
22 actual damages in an amount to be proven at trial.

23 63. Defendants conduct as described herein was despicable and was committed
24 maliciously, fraudulently and oppressively with the wrongful intention of injuring Plaintiff
25 and with a willful and conscious disregard of the rights of Plaintiff. Defendants subjected
26 Plaintiff to cruel and unjust hardship, and via intentional misrepresentation, deceit, or
27 concealment of material facts, Defendants intended to deprive Plaintiff of property or legal
28 rights all to the detriment of Plaintiff and to the financial benefit of Defendants.

64. Defendants' conduct is particularly reprehensible because Plaintiff is informed and believes it was part of a repeated corporate practice and not an isolated occurrence. Plaintiff is informed and believes and thereon alleges that Defendants have substantially increased their profits as a result.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment and relief as follows:

1. For Defendants' profits to be proven at trial;
2. For general damages to be proven at trial;
3. For special damages to be proven at trial;
4. For punitive damages to be proven at trial;
5. For injunctive relief;
6. For statutory damages;
7. For an accounting to be proven at trial;
8. For prejudgment interest;
9. For attorney's fees;
10. For the costs of this action; and
11. For any further legal and equitable relief the Court deems proper.

20 \\\
21 \\\
22 \\\
23 \\\
24 \\\
25 \\\
26 \\\
27 \\\

DEMAND FOR JURY TRIAL

1 Plaintiff hereby demands a jury trial.
2

3 Dated: June 17, 2011
4

GIRARDI | KEESE
MILORD & ASSOCIATES, P.C.

5 By: 
6

THOMAS V. GIRARDI
GRAHAM B. LIPPSMITH
7

8 MILORD A. KESHISHIAN
9 Attorneys for Plaintiff
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

-APPLICATION-**Title** _____

Title of Work: myFarm Code

Completion/Publication _____

Year of Completion: 2008

Date of 1st Publication: November 1, 2008

Nation of 1st Publication: United States

Author _____

■ Author: SocialApps LLC

Author Created: text, computer program

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

■ Author: Michael Yager

Author Created: computer program

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: SocialApps LLC

2233 Honolulu Ave. #307, Montrose,, CA, 91020, United States

Transfer Statement: By written agreement

Certification _____

Name: Milord Keshishian

Date: June 13, 2011

Applicant's Tracking Number: GIR09-011

Registration #:

Service Request #: 1-621918421

Priority: Routine

Application Date: June 13, 2011 09:52:54 PM

Correspondent

Organization Name: Milord & Associates

Name: Milord Keshishian

Email: uspto@milordlaw.com

Telephone: 310-226-7878

Address: 2049 Century Park East
Suite 3850
Los Angeles, CA 90067 United States

Fax: 310-226-7879

Mall Certificate

Milord & Associates
Milord A. Keshishian
2049 Century Park East, Ste. 3850
Los Angeles, CA 90067

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

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) SOCIALAPPS, LLC, d/b/a take(5)social and playSocial, a California Company	DEFENDANTS ZYNGA, INC., a California corporation; ZYNGA GAME NETWORK, INC., a California corporation; and DOES 1 through 10, inclusive
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Graham B. LippSmith Girardi Keese 1126 Wilshire Blvd. Los Angeles, CA 90017 213-977-0211	Attorneys (If Known)

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

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

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 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.)

17 U.S.C. § 101 and 17 U.S.C. § 501, Copyright Infringement

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

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 IIIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
---	--	--	---	---	---

FOR OFFICE USE ONLY: Case Number: _____

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

CV-71 (05/08)

CIVIL COVER SHEET

Page 1 of 2
CCD-JS44

**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
Los Angeles	

(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
	San Francisco

(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
Orange	

* 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):

Graham B. LippSmith, attorney for Plaintiff

Date June 17, 2011

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. 1935FP(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	DTWC	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))

**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 Cormac J. Carney and the assigned discovery Magistrate Judge is Marc Goldman.

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

SACV11- 919 CJC (MLGx)

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.

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

UNITED STATES DISTRICT COURT

for the
Central District of California

SOCIALAPPS, LLC, d/b/a take(5)social and playSocial, a
California Company

Plaintiff

v.

ZYNGA, INC., a California corporation; ZYNGA GAME NETWORK,
INC., a California corporation; and DOES 1 through 10, inclusive

Defendant

SACV 11-00919 CDC (MLGKX)
Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

ZYNGA, INC.
c/o REGINALD D DAVIS
444 DE HARO ST STE 132
SAN FRANCISCO CA 94107

Zynga Game Network, Inc.
365 Vermont Street
San Francisco, Ca 94107

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:

Graham B. LippSmith
Girardi | Keese
1126 Wilshire Blvd.
Los Angeles, CA 90017
Tel: 213-977-0211
Fax: 213-481-1554

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

A. De Koven
Signature of Clerk or Deputy Clerk

Date: June 17, 2011