

# EXHIBIT 1

FILED

1 Jeffrey R. Patterson, Esq. (State Bar No. 126148)  
Michael R. Adele, Esq. (State Bar No. 138339)  
2 Michael J. Holmes, Esq. (State Bar No. 199311)  
3 Cheryl A. Withycombe, Esq. (State Bar No. 237475)

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LOS ANGELES

4 ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP  
12348 High Bluff Drive, Suite 210  
5 San Diego, CA 92130  
Telephone: (858) 481-5055  
6 Facsimile: (858) 481-5028

7 Attorneys for Plaintiff  
8 ENTREPRENEUR MEDIA, INC.

9 UNITED STATES DISTRICT COURT  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11  
12 ENTREPRENEUR MEDIA, INC., )  
13 Plaintiffs, )  
14 v. )  
15 )  
16 EYGN LIMITED, ERNST & YOUNG LLP, )  
and ERNST & YOUNG ADVISORY INC., )  
17 Defendants. )  
18

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COMPLAINT FOR:  
DECLARATORY JUDGMENT

DEMAND FOR JURY TRIAL

19  
20 I. INTRODUCTION

21 1. The present action is a trademark dispute over whether Plaintiff Entrepreneur Media,  
22 Inc. ("EMI"), as the owner and publisher of Entrepreneur® magazine, may continue to advertise  
23 its contests and awards ceremonies (collectively, "awards programs") for entrepreneur of the year  
24 as "Entrepreneur Magazine's 2008 Entrepreneur® OF THE YEAR" and "Entrepreneur  
25 Magazine's 2008 Emerging Entrepreneur® OF THE YEAR." Like countless other organizations  
26 across the country, EMI is entitled to use the generic phrase "entrepreneur of the year" to describe  
27 its entrepreneur of the year contests and awards programs. Indeed, numerous trademark laws and  
28

1 doctrines protect EMI's right to use the phrase "entrepreneur of the year," exactly as it has done.  
2 Nevertheless, Defendant EYGN Limited sent a cease and desist letter to EMI claiming trademark  
3 rights to the phrase "ENTREPRENEUR OF THE YEAR," and demanded that EMI choose a  
4 different name for its program in order to "mitigate any harm to Ernst & Young and EYGN  
5 Limited." This thinly veiled threat of litigation creates a substantial, actual and justiciable  
6 controversy regarding EMI's right to hold (and advertise) its entrepreneur of the year contests and  
7 awards ceremonies. EMI is entitled to a declaration from the court, inter alia, that: (a)  
8 Defendants' registered "ENTREPRENEUR OF THE YEAR" trademark is invalid and  
9 unenforceable, including without limitation as against EMI, and should therefore be canceled;  
10 and/or (b) EMI's use of Defendants' claimed "ENTREPRENEUR OF THE YEAR" trademark  
11 preceded by the words "Entrepreneur® Magazine's" to identify the source thereof is non-  
12 infringing under federal and common law.<sup>1</sup>

## 13 II. PARTIES

14 2. Plaintiff EMI, a California corporation, is the largest independent business media  
15 company serving the small- and medium-size business community. In addition to publishing  
16 numerous books under the imprint "Entrepreneur Press" and owning and operating a number of  
17 websites including [www.entrepreneur.com](http://www.entrepreneur.com), EMI publishes a monthly magazine entitled  
18 Entrepreneur®, all of which contain editorial content and through which it disseminates  
19 information about and of interest to small- and medium-sized businesses, their owners and would-  
20 be owners. EMI is the owner of more than 10 registered U.S. federal trademarks that contain the  
21 word ENTREPRENEUR, including the trademark ENTREPRENEUR® for use in conjunction  
22 with the publication of printed matter, conducting trade shows and seminars, and advertising and  
23 business services. The following is EMI's advertising to which Defendants object:



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28 <sup>1</sup> Defendants' registered trademarks are for ENTREPRENEUR OF THE YEAR, Reg. No. 1,587,164 and for WORLD ENTREPRENEUR OF THE YEAR, Reg. No. 2,669,983, both of which disclaim the exclusive right to the use of the word "ENTREPRENEUR."

1 The advertising shown above was taken from EMI's website at *www.entrepreneur.com*.

2 3. Plaintiff is informed and believes and based thereon alleges that Defendant EYGN  
3 Limited is a Bahamas corporation that is an intellectual property holding company for Ernst &  
4 Young. Defendant EYGN Limited, which claims ownership of the "ENTREPRENEUR OF THE  
5 YEAR" trademark, has threatened Plaintiff EMI with legal action for trademark infringement and  
6 has threatened to instigate legal proceedings if EMI continues to advertise its 2008 entrepreneur of  
7 the year contest and awards program as "Entrepreneur Magazine's 2008 Entrepreneur® OF THE  
8 YEAR." EYGN Limited has claimed that it and "Ernst & Young" will be harmed if EMI does not  
9 change the name of its entrepreneur of the year contest and awards program, and has sent its cease  
10 and desist letter to EMI, as stated therein, "without prejudice to the rights and remedies of EYGN  
11 Limited and all of the Ernst & Young affiliated firms."

12 4. Plaintiff is informed and believes and based thereon alleges that Defendant Ernst &  
13 Young Advisory Inc. is an affiliate of EYGN Limited, has a California presence, and is registered  
14 to do business in California. Plaintiff is informed and believes and based thereon alleges that  
15 Defendant Ernst & Young Advisory Inc. otherwise has substantial contacts within this judicial  
16 district.

17 5. Plaintiff is informed and believes and based thereon alleges that Defendant Ernst &  
18 Young LLP is an affiliate of EYGN Limited, has a California presence, and is registered to do  
19 business in California. Plaintiff is informed and believes and based thereon alleges that Defendant  
20 Ernst & Young LLP otherwise has substantial contacts within this judicial district.

### 21 III. JURISDICTION

22 6. Plaintiff brings this action seeking a declaration of rights with respect to federal  
23 trademark laws. The court has jurisdiction over this action under 28 U.S.C. § 1331 and 1338  
24 (federal question), 15 U.S.C. § 1121(a) (federal trademarks), and 28 U.S.C. § 2201 (Declaratory  
25 Judgment Act).

26 7. Plaintiff is informed, believes and thereon alleges that Defendants have sufficient  
27 contacts with this district generally and, in particular, with the events herein alleged, that each  
28 Defendant is subject to the exercise of jurisdiction of this court over its person.

1 IV: VENUE AND INTRADISTRICT ASSIGNMENT

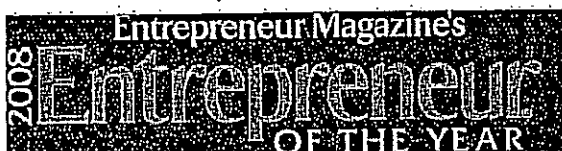
2 8. Venue is proper in this district under 28 U.S.C. § 1391(b) and (d).

3 9. Venue properly lies in the Central District of California, pursuant to 28 U.S.C. § 1391  
4 and 1392. The events and circumstances herein alleged occurred in the County of Orange and at  
5 least one defendant does business in the County of Orange, therefore venue is properly in the  
6 Central District.

7 V. FACTUAL ALLEGATIONS

8 Entrepreneur Magazine

9 10. EMI, with promotional support from Mail Boxes Etc., Inc. as franchisor of The UPS  
10 Store® and Mail Boxes Etc.® franchised locations, is currently sponsoring a contest and awards  
11 program for “Entrepreneur Magazine’s 2008 Entrepreneur® OF THE YEAR” and “Entrepreneur  
12 Magazine’s 2008 Emerging Entrepreneur® OF THE YEAR” to recognize and reward successful  
13 entrepreneurs. An example of EMI’s website advertising typically identifies its sponsorship of the  
14 “entrepreneur of the year” contest and awards program as follows:



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19 The winners will be profiled and promoted in the December 2008 and December 2009 issues of  
20 Entrepreneur® magazine

21 The Present Dispute

22 11. On May 2, 2008, EMI received a letter from Susan Upton Douglass, an attorney at  
23 Fross Zelnick Lehrman & Zissu, P.C. representing EYGN Limited. In the letter—dated May 1,  
24 2008, and addressed to Entrepreneur Magazine (as opposed to EMI)—Ms. Douglass warned that  
25 EYGN Limited would take legal action against Entrepreneur Magazine unless it selected a  
26 different name for its awards program in association with The UPS Store within ten days of  
27 receiving the letter. Ms. Douglass claimed the awards program “violates our client’s incontestable  
28 federal registration and trademark rights under Section 32(1) and 43(a) of the Lanham Act, as well

1 as common law." A copy of that letter is attached as Exhibit A.

2 12. On May 16, 2008, after responding to the May 1 letter, EMI's attorneys received an e-  
3 mail from Ms. Douglass. In the e-mail, Ms. Douglass wrote that "[w]hat your client has done is  
4 misappropriate the federally registered and incontestable trademark ENTREPRENEUR OF THE  
5 YEAR...we ask that this situation be rectified...let us hear from you not later than June 2, 2008."

6 A copy of that e-mail is attached as Exhibit B.

7 13. The May 1 letter, along with the May 16 e-mail, individually and collectively created  
8 in Plaintiff a real and reasonable apprehension that EMI would be subject to a lawsuit if it  
9 continued to advertise and otherwise promote its "Entrepreneur Magazine's 2008 Entrepreneur®  
10 OF THE YEAR" and "Entrepreneur Magazine's 2008 Emerging Entrepreneur® OF THE YEAR"  
11 contest and awards program for outstanding entrepreneurs.

12 **Defendants' Claimed "Entrepreneur of the Year" Trademark**

13 **Is Invalid, Unenforceable and Should Be Canceled**

14 14. Regardless of whether or not Defendants' "Entrepreneur of the Year" trademark is  
15 federally registered, as a matter of federal law, the trademark is invalid and unenforceable if the  
16 phrase is "generic." Using the phrase "Entrepreneur Magazine's 2008 Entrepreneur® OF THE  
17 YEAR" is a generic use of the phrase "entrepreneur of the year." The use of the phrase,  
18 "entrepreneur of the year," to describe an entrepreneur of the year program and/or contest is used  
19 by countless organizations across the country. Using the phrase, "entrepreneur of the year," to  
20 describe an entrepreneur of the year program and/or contest is a fair use under the Lanham Act.  
21 Under the fair use doctrine, EMI is entitled to use the descriptive phrase, "entrepreneur of the  
22 year," to describe an entrepreneur of the year program and/or contest, regardless of whether or not  
23 Defendants' claimed trademark is registered.

24 15. Regardless of whether or not Defendants' "Entrepreneur of the Year" trademark is  
25 incontestable, as a matter of federal law, the trademark is invalid and unenforceable because the  
26 phrase is "generic." According to the Lanham Act, "To the extent that the right to use the  
27 registered mark has become incontestable under § 1065 of this title, the registration shall be  
28 conclusive evidence of the validity...Such conclusive evidence of the right to use the registered

1 mark shall be subject to proof of infringement as defined in § 1114 of this title, and shall be  
2 subject to the following defenses or defects... That the use of the name, term, or device charged to  
3 be an infringement is a use, otherwise than as a mark, . . . which is descriptive of and used fairly  
4 and in good faith only to describe the goods or services of such party.” 15 U.S.C. § 1115(b)(4).

5 16. This court is empowered to declare invalid and unenforceable and to cancel  
6 Defendants’ registered “ENTREPRENEUR OF THE YEAR” trademark. Section 37 of the  
7 Lanham Act, 15 U.S.C. § 1119, provides as follows: “In any action involving a registered mark  
8 the court may determine the right to registration, order the cancellation of registrations, in whole  
9 or in part, restore canceled registrations, and otherwise rectify the register with respect to the  
10 registrations of any party to the action. Decrees and orders shall be certified by the court to the  
11 Director, who shall make appropriate entry upon the records of the Patent and Trademark Office,  
12 and shall be controlled thereby.”

13 17. Plaintiff is informed and believes and based thereon alleges that the general public  
14 does not understand the phrase, “entrepreneur of the year,” as identifying only Defendants’  
15 entrepreneur of the year awards program. In fact, there are countless “entrepreneur of the year”  
16 awards programs – several of which even pre-date Defendants’ first use of the phrase (which  
17 Defendants’ contend was in 1986); for instance, a small sampling of the various “Entrepreneur of  
18 the Year” awards programs include:

- 19 • The University of Southern California Marshall School of Business, which has held its  
20 Entrepreneur of the Year award every year since 1977;
- 21 • The TwinWest Chamber of Commerce, which has held its Entrepreneur of the Year  
22 award every year since 1984, and which has held its Emerging Entrepreneur of the Year  
23 Award every year since 1988;
- 24 • Cornell University, which has held its Entrepreneur of the Year award every year since  
25 1984;
- 26 • The University of Missouri-Kansas City, which has held its Entrepreneur of the Year  
27 award every year since 1985;
- 28 • Inc. magazine, which has held its Entrepreneur of the Year award since 1988;

- 1 • The New Hampshire High Technology Council, which has held its Entrepreneur of the  
2 Year award every year since 1988;
- 3 • The Chillicothe Ross Chamber of Commerce, which has held its Entrepreneur of the  
4 Year award every year since at least 1988;
- 5 • Eastern Washington University, which has held its Entrepreneur of the Year award every  
6 year since 1992;
- 7 • Brigham Young University, which has held its Entrepreneur of the Year award every  
8 year since 1992;
- 9 • Hispanic Business Magazine, which has held its Entrepreneur of the Year award program  
10 every year since 2002;
- 11 • The University of Northern Iowa, which has held its Entrepreneur of the Year award  
12 every year since 2002;
- 13 • Loyola Marymount University, which has held its Entrepreneur of the Year award every  
14 year since 2003;
- 15 • The University of Missouri, which has held its Entrepreneur of the Year award every  
16 year since 2005;
- 17 • Young Entrepreneurs of America, which has held its Entrepreneur of the Year award  
18 every year since at least 2007;
- 19 • Chemistry World, which has held its Entrepreneur of the Year award every year since at  
20 least 2007;
- 21 • The National Renewal Energy Laboratory, which has held its Clean Energy Entrepreneur  
22 of the Year award every year since at least 2007;
- 23 • The San Diego Hispanic Chamber of Commerce, which has given its Entrepreneur of the  
24 Year award since at least 2007;
- 25 • Independent Cosmetic Manufacturers and Distributors, which has awarded an  
26 "Entrepreneur of the Year Award" since at least 2007;
- 27 • Wealth Creator magazine, which began giving out its Entrepreneur of the Year awards in  
28 2008;



- 1 • Steak-Out Charbroiled Delivery, which awarded an Entrepreneur of the Year award and
- 2 a Young Entrepreneur of the Year award in 2008; and
- 3 • The Columbia Business Times, which awarded an Entrepreneur of the Year award in
- 4 2008.

5 Plaintiff is informed and believes that each of the organizations above have identified, advertised  
6 and otherwise promoted their awards programs using the phrase "Entrepreneur of the Year," have  
7 done so at least during the time periods alleged above, and that such examples are just a fraction  
8 of the countless organizations that have used the phrase "Entrepreneur of the Year" to identify  
9 their own awards programs recognizing outstanding entrepreneurs both before, during and after  
10 Defendants' claimed exclusive trademark rights in the phrase "Entrepreneur of the Year."

11 18. With regard to "Entrepreneur Magazine's 2008 Entrepreneur® OF THE YEAR" and  
12 "Entrepreneur Magazine's 2008 Emerging Entrepreneur® OF THE YEAR" awards program for  
13 outstanding entrepreneurs; by expressly stating that it is Entrepreneur® Magazine's  
14 Entrepreneur® OF THE YEAR award, EMI has demonstrated good faith and eliminated any  
15 likelihood of confusion that its awards program is affiliated with Defendants. Indeed, EMI's  
16 advertising and other promotion of its entrepreneur of the year contest and awards program makes  
17 no reference to any sponsorship or affiliation with Defendants, which further diminishes any  
18 likelihood of confusion about any sponsorship or affiliation with Defendants.

19 19. Defendants' conduct, by contrast, constitutes a bad faith effort to use the trademark  
20 laws to monopolize the market for entrepreneur of the year awards programs. Defendants' May 1,  
21 2008 letter and May 16, 2008 e-mail evidence an intent to prevent EMI (and anyone else for that  
22 matter) from using the phrase "entrepreneur of the year" in connection with an entrepreneur of the  
23 year contest or program. See Exhs. A and B. In so doing, Defendants are not only seeking  
24 exclusive use of the phrase "entrepreneur of the year," they are in fact seeking the exclusive ability  
25 to hold entrepreneur of the year awards programs. Changing the name of the award to something  
26 other than "Entrepreneur of the Year" changes the nature of the award into something other than  
27 an entrepreneur of the year award. For businesses such as EMI, holding entrepreneur of the year  
28 awards programs enhances its ability to promote entrepreneurship by annually recognizing and

1 celebrating outstanding entrepreneurs. Moreover, the correspondence from counsel for Defendant  
2 EYGN Limited evidences that EYGN Limited and its various "Ernst & Young affiliated firms"  
3 have entered into license agreements, i.e., contracts, for the use of the claimed "Entrepreneur of  
4 the Year" trademark and for using the claimed trademark to obtain a monopoly over the ability to  
5 hold entrepreneur of the year awards, contests and ceremonies. Such contracts and agreements  
6 between EYGN Limited and its various Ernst & Young affiliates constitute the wrongful use of  
7 the claimed "Entrepreneur of the Year" trademark in restraint of trade or commerce. See 15  
8 U.S.C. § 1 ("[e]very contract, combination in the form of trust or otherwise, or conspiracy, in  
9 restraint of trade or commerce"). Thus, EYGN's claimed "Entrepreneur of the Year" trademark is  
10 invalid and unenforceable against Plaintiff EMI (and against anyone else).

11 20. Moreover, as a matter of law, Defendants abandoned their mark by failing to protest  
12 any use of the mark by others, such that the phrase has become generic. As alleged above, there  
13 are at least four entities that have had yearly "Entrepreneur of the Year" awards programs for  
14 longer than Defendants, and at least six entities that have been running yearly "Entrepreneur of the  
15 Year" awards programs for over 20 years. Defendants cannot selectively enforce their trademark  
16 against parties they consider a competitive threat, while ignoring the longstanding use of their  
17 trademark by other parties who have been using the "entrepreneur of the year" phrase for decades.  
18 For this reason too, EYGN's claimed "Entrepreneur of the Year" trademark is invalid and  
19 unenforceable against Plaintiff EMI (and against anyone else).

20 **Plaintiff's Entrepreneur of the Year Contest and Advertising**

21 **Is Non-Infringing and/or Otherwise Allowed**

22 **Even If Defendants' Trademark Is Not Wholly Invalid or Unenforceable**

23 21. Even if Defendants' claimed "Entrepreneur of the Year" trademark might, in some  
24 instances, be valid and/or enforceable (which Plaintiff EMI denies), at most it is an exceptionally  
25 weak mark entitled to the most narrow protection designed to prevent consumer confusion.<sup>2</sup>

26  
27 <sup>2</sup> Further evidence of the fact that Defendants' claimed "Entrepreneur of the Year" trademark is a weak mark is  
28 Defendants' practice of preceding their own use of the trademark with the company name E&Y or Ernst &  
Young. As an example thereof see attached Exhibit C.

1 Where, as here, a party is holding an entrepreneur of the year awards program, at most that party  
2 should be required to identify who is holding and/or sponsoring that program – which is precisely  
3 what Plaintiff EMI has done by calling its awards program “Entrepreneur Magazine’s 2008  
4 Entrepreneur® OF THE YEAR” and “Entrepreneur Magazine’s 2008 Emerging Entrepreneur®  
5 OF THE YEAR”. Thus, at a minimum, EMI’s use of the phrase “Entrepreneur of the Year”  
6 should be declared non-infringing.

7 22. Similarly, even if Defendants’ claimed mark is enforceable (which EMI denies), EMI  
8 is allowed nominative use of it. Here, EMI’s use of the term “Entrepreneur of the Year” meets all  
9 of the criteria for nominative use: (1) the awards program must be one not readily identifiable  
10 without use of the mark; (2) only so much of the mark or marks may be used as is reasonably  
11 necessary to identify the awards program; and (3) EMI has done nothing that would, in  
12 conjunction with the mark, suggest sponsorship or endorsement by EYGN Limited (or its  
13 affiliates). As alleged above, a business cannot effectively sponsor an entrepreneur of the year  
14 award without use of the phrase “entrepreneur of the year.” Thus, EMI has used only so much as  
15 is reasonably necessary to identify the awards program. Moreover, EMI has done nothing that  
16 would suggest sponsorship by EYGN Limited (or its affiliates) but, to the contrary, has expressly  
17 advertised its awards program as “Entrepreneur Magazine’s 2008 Entrepreneur® OF THE YEAR”  
18 and “Entrepreneur Magazine’s 2008 Emerging Entrepreneur® OF THE YEAR”. In short, EMI’s  
19 nominative use of Defendants’ claimed “Entrepreneur of the Year” trademark is allowed and, to  
20 the extent Defendants’ trademark may be found valid or enforceable, should be declared non-  
21 infringing.

22 23. In addition, Defendants’ attempt to prevent all use of the phrase “entrepreneur of the  
23 year” in connection with the entrepreneur of the year awards program constitutes a misuse of the  
24 trademark laws, rising to the level of unclean hands (which bars enforcement of the trademark),  
25 even if Defendants’ conduct does not violate the anti-trust laws. Thus, EMI’s use of Defendants’  
26 claimed “Entrepreneur of the Year” trademark is allowed.

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1 VI. FIRST CAUSE OF ACTION

2 Declaratory Relief

3 24. Plaintiff repeats and incorporates herein by reference the allegations in the preceding  
4 paragraphs of this complaint.

5 25. Based on the foregoing allegations, there exists between the parties an actual,  
6 justiciable and substantial controversy of sufficient immediacy and reality to warrant declaratory  
7 relief, which entitles Plaintiff to declaratory relief pursuant to 28 U.S.C. § 2201 and Federal Rule  
8 of Civil Procedure 57.

9 26. At issue is the ability of a media company to engage in the use of one of its own  
10 trademarks in order to provide an award to entrepreneurs on an annual basis. Countless companies  
11 and magazines hold entrepreneur of the year awards programs and use the phrase, "entrepreneur of  
12 the year" in naming and advertising those programs. U.S. federal trademark law principles  
13 recognize such descriptive use of words found in the dictionary as fair use. Other trademark laws  
14 and doctrines, alleged above, protect EMI's right to hold its own "Entrepreneur of the Year"  
15 awards program, and to advertise and otherwise promote such a program as EMI has done.

16 27. Plaintiff is informed and believes and based upon such information and belief alleges  
17 that Defendants' motivation in demanding the cessation of the term "Entrepreneur Magazine's  
18 2008 Entrepreneur® OF THE YEAR" is not to protect its trademark. Instead, Defendants'  
19 conduct is an attempt to improperly use the trademark laws to restrain trade and to obtain a  
20 monopoly over the ability to hold entrepreneur of the year awards programs.

21 28. Plaintiff is currently advertising and otherwise promoting its "Entrepreneur  
22 Magazine's 2008 Entrepreneur® OF THE YEAR" awards program nationwide through its own  
23 and third-party media, as well as through The UPS Store® and Mail Boxes Etc. franchise network  
24 and intends to continue to do so.

25 29. Based on the averments alleged herein, EMI is entitled to a declaration that  
26 Defendants' registered "ENTREPRENEUR OF THE YEAR" trademark is invalid, unenforceable  
27 and should be canceled. In addition, EMI is entitled to a declaration that Defendants' (purported)  
28 common law trademark rights in the phrase, "ENTREPRENEUR OF THE YEAR," are non-

1 existent, invalid and unenforceable. Additionally and/or alternatively, EMI is entitled to a  
2 declaration that its use of the phrases "Entrepreneur Magazine's 2008 Entrepreneur® OF THE  
3 YEAR" and "Entrepreneur Magazine's 2008 Emerging Entrepreneur® OF THE YEAR" is, under  
4 federal law and state common law: (a) a fair use; (b) a nominative use; (c) non-infringing; and/or  
5 (d) an otherwise allowed use of Defendants' registered (and purported common law)  
6 "Entrepreneur of the Year" mark.

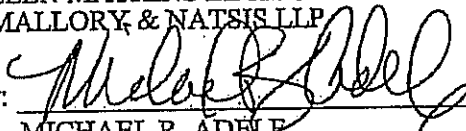
7 **VII. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff Entrepreneur Media, Inc. accordingly prays for judgment as  
9 follows:

- 10 1. For a declaration that Defendants' claimed "Entrepreneur of the Year" trademark is
- 11 invalid and unenforceable, including without limitation as against EMI, and canceled;
- 12 2. For a declaration that Defendants' (purported) common law trademark rights in the
- 13 phrase, "ENTREPRENEUR OF THE YEAR," are non-existent, invalid and
- 14 unenforceable;
- 15 3. For a declaration that Plaintiff's use of the terms "Entrepreneur Magazine's 2008
- 16 Entrepreneur® OF THE YEAR" and "Entrepreneur Magazine's 2008 Emerging
- 17 Entrepreneur® OF THE YEAR" in connection with its contest and awards program for
- 18 successful entrepreneurs is, under federal law and state common law: (a) a fair use; (b) a
- 19 nominative use; (c) non-infringing; and/or (d) an otherwise allowed use of Defendants'
- 20 registered (and purported common law) "Entrepreneur of the Year" mark.;
- 21 4. For Plaintiff's attorneys' fees;
- 22 5. For Plaintiff's costs and disbursements in this action; and
- 23 6. For such other and further equitable and legal relief as the court shall find just and proper.

24 Dated: May 30, 2008

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP

25 By:   
26 MICHAEL R. ADELE  
27 Attorneys for Plaintiff  
28 ENTREPRENEUR MEDIA, INC.

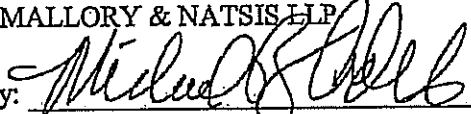
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DEMAND FOR JURY TRIAL

Plaintiff hereby requests a jury trial for all issues triable by jury including, but not limited to, those issues and claims set forth in any amended complaint or consolidated action.

Dated: May 30, 2008

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP

By: 

MICHAEL R. ADELE  
Attorneys for Plaintiff  
ENTREPRENEUR MEDIA, INC.

**EXHIBIT A**