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NBCUniversal Media, LLC,  
Universal Television LLC, and Universal  
Studios Licensing LLC

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

NBCUniversal Media, LLC, a  
Delaware limited liability company,  
Universal Television LLC, a New  
York limited liability company,  
Universal Studios Licensing LLC, a  
Delaware limited liability company,

Plaintiffs,

v.

Jay Kennette Media Group LLC, a  
Delaware limited liability company;  
Gooder Labs, LLC, a Delaware limited  
liability company; and Kenneth  
Talbert, an individual,

Defendants.

Case No. 2:22-cv-04541

**FIRST AMENDED COMPLAINT FOR:**

**[1] TRADEMARK INFRINGEMENT  
[15 U.S.C. § 1125(a)(1)(A)]**

**[2] FALSE DESIGNATION OF ORIGIN  
AND UNFAIR COMPETITION [15  
U.S.C. § 1125(a)(1)(A)]**

**[3] TRADEMARK DILUTION  
[15 U.S.C. § 1125]**

**[4] TRADEMARK CANCELLATION  
[15 U.S.C. § 1052(d)]**

**[5] TRADEMARK CANCELLATION  
[FRAUDULENT REGISTRATION]**

**[6] COMMON LAW TRADEMARK  
INFRINGEMENT**

**[7] COMMON LAW UNFAIR  
COMPETITION (PASSING OFF)**

**[8] VIOLATION OF CAL. BUS. &  
PROF. CODE § 17200**

**[9] VIOLATION OF CAL. BUS. &  
PROF. CODE § 14247**

1 Plaintiffs NBCUniversal Media, LLC (“NBCU Media”), Universal  
2 Television LLC (“Universal Television”), and Universal Studios Licensing LLC  
3 (“Universal Licensing” and, collectively with the other plaintiffs, “NBCU”), bring  
4 this action against Defendants Jay Kennette Media Group LLC, Gooder Labs, LLC,  
5 and Kenneth Talbert for injunctive relief, damages, and trademark cancellation, and  
6 allege as follows:

7 **NATURE OF THE ACTION**

8 1. This is a lawsuit to remedy the Defendants’ deliberate and willful  
9 infringement and dilution of the intellectual property rights of Universal Television  
10 and its affiliates NBCU Media and Universal Licensing with respect to the critically  
11 acclaimed and highly popular and well-known television series *The Office* and  
12 *Friday Night Lights*.

13 2. Defendants have intentionally and fraudulently registered Universal  
14 Television’s famous common law trademark for DUNDER MIFFLIN, the name of  
15 the fictional workplace that is prominently featured in *The Office*, with the United  
16 States Patent and Trademark Office (“USPTO”). One effect of this fraudulent  
17 registration has been to prevent Universal Television from obtaining a valid  
18 registration for its DUNDER MIFFLIN mark. In addition, Defendants have  
19 intentionally and fraudulently registered Universal Television’s common law  
20 trademark for DILLON FOOTBALL, the name of the fictional high school football  
21 team prominently featured in the *Friday Night Lights* television series.

22 3. NBCU is informed and believes, and on that basis alleges, that  
23 Defendants also have advertised and sold merchandise featuring replicas of  
24 Universal Television’s DUNDER MIFFLIN and DILLON FOOTBALL marks  
25 throughout the United States, including in California. In addition, Defendants have  
26 purposely interfered with NBCU’s exploitation of Universal Television’s DUNDER  
27 MIFFLIN marks by sending takedown notices to NBCU’s licensees who were  
28 selling authorized apparel and other merchandise bearing the DUNDER MIFFLIN

1 marks nationwide on eBay, and Amazon, including at least one authorized retailer  
2 based in California.

3 4. Most recently, Defendants directed communications to NBCU in  
4 California, threatening to pursue legal action and demanding that NBCU pay a  
5 substantial sum to Defendants for a transfer to NBCU of the Defendants' fraudulent  
6 registration of Universal Television's own common law DUNDER MIFFLIN mark.  
7 Defendants also demanded that NBCU grant them substantive rights in Universal  
8 Television's DUNDER MIFFLIN mark to which they were not entitled.

9 5. Based on Defendants' conduct, through this action NBCU seeks relief  
10 from Defendants' trademark infringement and false designation of origin of  
11 Universal Television's DUNDER MIFFLIN and DILLON FOOTBALL trademarks.  
12 NBCU also seeks cancellation of Defendants' fraudulently procured trademark  
13 Registration No. 5,235,217 for DUNDER MIFFLIN in International Class 25, and  
14 requests that Defendants' pending applications (Serial Nos. 97-096,825 and 97-  
15 096,853) to register DUNDER MIFFLIN in International Classes 21 and 16,  
16 respectively, be deemed abandoned. NBCU also seeks cancellation of Defendants'  
17 fraudulently procured trademark Registration No. 5,222,658 for DILLON  
18 FOOTBALL in International Class 25. There is a close and substantial nexus  
19 between the pending trademark applications, the existing DUNDER MIFFLIN  
20 registration, and the existing DILLON FOOTBALL registration, and this lawsuit, as  
21 the Court will be required to determine issues relating to registrability of the marks.

## 22 **JURISDICTION AND VENUE**

23 6. This is a civil action for trademark infringement in violation of Section  
24 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); false designation of origin and false  
25 advertising in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a);  
26 trademark dilution under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c); and  
27 violations of state statutory and common law.

1           7.     This Court has subject matter jurisdiction over this matter pursuant to  
2 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338 in that it involves an action arising  
3 under the federal Lanham Act. This Court has supplemental jurisdiction over the  
4 state law claims pursuant to 17 U.S.C. § 1367.

5           8.     This Court has personal jurisdiction over Defendant Jay Kennette  
6 Media Group LLC (“JKM”) and Defendant Gooder Labs, LLC (“Gooder”) because  
7 this action arises out of conduct by these defendants that has been expressly aimed  
8 at and regularly taking place in the State of California. JKJ and Gooder’s conduct  
9 aimed at and regularly taking place in the State of California also includes, but is not  
10 limited to, targeting and soliciting sales of their infringing merchandise from  
11 California residents by operating interactive online stores that offer shipping to  
12 California, selling infringing merchandise in the State of California through their  
13 online stores and through Walmart.com and Amazon.com, and otherwise infringing  
14 NBCU’s trademarks in the State of California. The infringing merchandise sold by  
15 Defendants is confusingly similar to and in direct competition with authorized  
16 merchandise sold by NBCU and its licensees throughout the United States, including  
17 in California.

18           9.     JKM and Gooder’s intentional conduct aimed at the State of California  
19 also includes, but is not limited to, falsely registering Universal Television’s  
20 trademarks as their own, demanding that NBCU pay Defendants to obtain  
21 Defendants’ registration for Universal Television’s own DUNDER MIFFLIN mark,  
22 demanding that NBCU grant Defendants rights to use Universal Television’s  
23 DUNDER MIFFLIN mark, sending takedown requests against NBCU’s licensees  
24 on eBay and Amazon, including at least one retailer based in California, threatening  
25 to further interfere with NBCU’s contracts relating to its exploitation of its trademark  
26 in California, and threatening to initiate litigation against NBCU.

27           10.    Through their actions, Defendants have knowingly and deliberately  
28 targeted and caused injury to the intellectual property rights of NBCU, which

1 Defendants know to be based in California, and they have knowingly and  
2 deliberately caused injury to the reputation and goodwill of NBCU among  
3 consumers in California.

4 11. This Court also has personal jurisdiction over Defendant Kenneth  
5 Talbert. NBCU is informed and believes, and on that basis alleges, that Mr. Talbert,  
6 as President and Chief of Executive Officer of both JKM and Gooder, directs and  
7 controls the activities of both organizations, including their substantial and repeated  
8 contacts with the State of California described above. Among other things, Mr.  
9 Talbert knowingly directed Gooder and JKM to register and apply for registration  
10 for a mark he knows is associated with the NBCU television series *The Office* and  
11 thus belongs to NBCU and not to Gooder or JKM. Mr. Talbert also directed Gooder  
12 and JKM to submit takedown requests to NBCU's licensees selling authorized  
13 merchandise on eBay and Amazon bearing the DUNDER MIFFLIN mark. Mr.  
14 Talbert also knowingly directs and/or has directed JKM and Gooder to offer  
15 infringing merchandise for sale and shipping to California through its websites and  
16 thereby has deliberately caused injury to the intellectual property rights, reputation,  
17 and goodwill of NBCU in California.

18 12. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because  
19 a substantial part of the events giving rise to the claims have occurred in this district.

20 **THE PARTIES**

21 13. Plaintiff NBCU Media is a Delaware limited liability company with its  
22 principal place of business in Universal City, California. NBCU Media, through its  
23 subsidiaries and affiliates, is principally engaged in the business of entertainment  
24 and media production, distribution, and marketing. NBCU Media has a material,  
25 concrete, and real commercial interest in the intellectual property rights derived from  
26 the television series *The Office* and *Friday Night Lights*.

27 14. Plaintiff Universal Television is a New York limited liability company  
28 with its principal place of business in Universal City, California. Universal

1 Television is principally engaged in the business of television production for  
2 broadcast, cable and streaming platforms. Universal Television is a wholly owned  
3 subsidiary of NBCU Media. Universal Television is the owner of the common law  
4 trademark rights developed and created in *The Office* and *Friday Night Lights*.

5 15. Plaintiff Universal Licensing is a Delaware limited liability company  
6 with its principal place of business in Universal City, California. Universal  
7 Licensing is principally engaged in the business of licensing and exploiting  
8 merchandising, video game and other ancillary rights for intellectual property  
9 controlled by NBCU Media and its affiliates including intellectual property rights in  
10 *The Office* and *Friday Night Lights*. Universal Licensing is a wholly owned  
11 subsidiary of NBCU Media. Universal Licensing has a material, concrete, and real  
12 commercial interest in the including intellectual property rights in the television  
13 series *The Office* and *Friday Night Lights*.

14 16. Together with its subsidiaries and affiliates, NBCU is an internationally  
15 known television and entertainment studio, which produces and distributes  
16 television series, feature films, and other entertainment media in the United States  
17 and around the world. NBCU owns the exclusive rights to distribute the U.S. version  
18 of the television series *The Office* in the United States and around the world.  
19 Universal Television owns intellectual property interests in *The Office* television  
20 series, including common law trademark rights in the fictional companies,  
21 characters, locations, and other elements depicted in the series. In addition, NBCU  
22 owns the exclusive rights to distribute the television series *Friday Night Lights* in  
23 the United States and around the world. Universal Television owns intellectual  
24 property interests in the *Friday Night Lights* television series, including common  
25 law trademark rights in the fictional companies, characters, locations, and other  
26 elements depicted in the series.

27 17. NBCU is informed and believes, and on that basis alleges, that  
28 Defendant Gooder Labs, LLC is a Delaware limited liability company, with its

1 principal place of business at 1348 Milligan Highway, Johnson City, Tennessee.  
2 NBCU is further informed and believes, and on that basis alleges, that Gooder Labs  
3 sometimes does business under the names “Gooder Deals,” “Gooder Gifts,” “Gooder  
4 Goods” and/or “The Goozler.”

5 18. NBCU is informed and believes, and on that basis alleges, that  
6 Defendant Jay Kennette Media LLC is a Delaware limited liability company, with  
7 its principal place of business at 16192 Coastal Highway, Lewes, Delaware.

8 19. NBCU is informed and believes, and on that basis alleges, that  
9 Defendant Kenneth Talbert is an individual residing in Tennessee.

10 20. NBCU is informed and believes, and on that basis alleges, that Kenneth  
11 Talbert owns and controls both Gooder and JKM, acting as the President and Chief  
12 Executive Officer of both entities. Kenneth Talbert manages, supervises, directly  
13 participates in, and is the moving force behind all of Gooder and JKM’s operations  
14 determining which marks to seek registration for, and making all decisions regarding  
15 Gooder and JKM’s merchandizing. Kenneth Talbert is the key decision maker of  
16 Gooder and JKM and has managed, supervised, and directly participated in the  
17 specific infringing conduct alleged in Paragraphs 61 through 92 herein. Absent the  
18 express approval and direct participation of Kenneth Talbert, no other officer,  
19 director, or employee of Gooder or JKM has the authority to choose the marks for  
20 which to seek registration, offer new merchandise for sale, or make significant  
21 changes to the registrations, merchandise offerings, or other business activities.

22 21. NBCU is further informed and believes, and on that basis further  
23 alleges, that each Defendant named herein was at all times mentioned in this  
24 complaint an agent of the other Defendants, and in doing the things alleged in this  
25 complaint was acting in concert with and as the agent of the other Defendants.

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1 **FACTUAL ALLEGATIONS**

2 **I. NBCU’s DUNDER MIFFLIN Marks**

3 22. The television series *The Office* is one of the most iconic and  
4 recognizable programs in television history. The U.K. version of the series starred  
5 comedian Ricky Gervais and was created by Gervais along with writer/director  
6 Stephen Merchant. It aired from 2001 to 2003.

7 23. NBCU obtained rights to the show format from Gervais and Merchant  
8 and created a U.S. version of *The Office*, starring Steve Carell, which began airing  
9 in 2005. The show was produced by NBCU, and merchandising rights relating to  
10 the U.S. version of *The Office* are owned by Universal Television. (Unless otherwise  
11 indicated, as used herein “*The Office*” shall refer to the U.S. version of the series  
12 produced and distributed by NBCU.) Universal Television licenses rights to *The*  
13 *Office*, including intellectual property rights, to NBCU Media and its affiliates and  
14 subsidiaries, including Universal Licensing.

15 24. During its nine-season run on NBC television, from March 24, 2005, to  
16 May 16, 2013, *The Office* was a critical hit. It ranked as NBC’s highest rated scripted  
17 series during its run. It received 42 Primetime Emmy Award nominations, with 5  
18 wins. It also won a Peabody Award in 2006, two Screen Actors Guild Awards in  
19 2006 and 2007, a Golden Globe for Carell’s performance in 2006, and a Primetime  
20 Emmy Award for Outstanding Comedy Series in 2006. The *Washington Post* has  
21 called *The Office* a “pop culture behemoth.”

22 25. In addition to being a critical success, *The Office* also was a ratings hit  
23 for NBC. As reported in *The Hollywood Reporter*, its six-episode first season  
24 averaged 5.4 million viewers per episode. The ratings increased substantially in the  
25 show’s second and third seasons, which ran from 2005 to 2007, averaging 8.0 and  
26 8.3 million viewers per episode, respectively. Since its release, *The Office* has been  
27 distributed continuously on various television networks and streaming platforms  
28 worldwide.








1           26. *The Office* depicts the everyday work lives of office employees in the  
2 Scranton, Pennsylvania branch of the fictional Dunder Mifflin Paper Company,  
3 which is prominently depicted in all 201 episodes of the show. According to *The*  
4 *Office* canon, the Dunder Mifflin name is derived from the company’s fictional  
5 founders Robert Dunder and Robert Mifflin. While *The Office* was adapted from a  
6 television series in the U.K., the fictional Dunder Mifflin Paper Company does not  
7 appear in the U.K. version. Accordingly, the common law trademark rights in  
8 “DUNDER MIFFLIN” that have accrued in connection with NBCU’s series *The*  
9 *Office* belong to Universal Television.

10           27. The fictional Dunder Mifflin Paper Company was a focal point of the  
11 series, and both the word mark DUNDER MIFFLIN and the stylized “DUNDER  
12 MIFFLIN INC, PAPER COMPANY” logo (collectively the “DM MARKS”) were  
13 prominently featured in the show’s episodes. Universal Television’s stylized mark,  
14 shown below, includes the words “Dunder Mifflin Inc, Paper Company” in a  
15 signature font, with the words “Dunder Mifflin” in large typeface, the “Inc” aspect  
16 of the logo sideways next to the word “Mifflin” and the words “paper company” in  
17 a smaller font below the word “Mifflin,” as shown below:




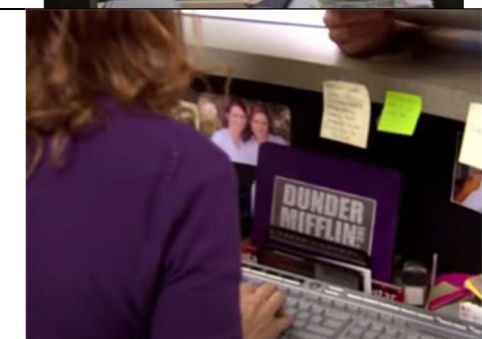



25           28. The Dunder Mifflin name and stylized logo are recurring features of  
26 the sets, props, and wardrobe used in the show and appear in every episode of *The*  
27 *Office* as illustrated below:

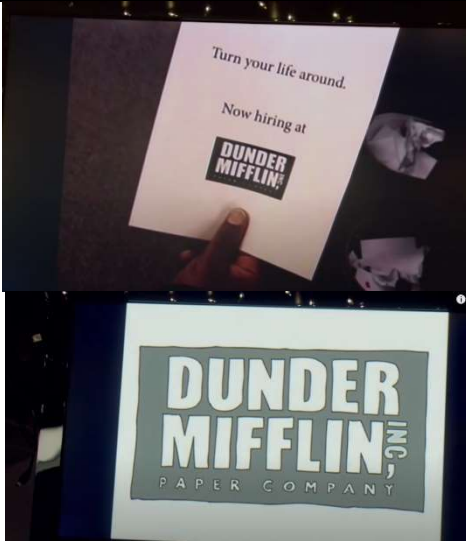




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Image	Season And Episode
	Season 1 <ul style="list-style-type: none"> <li>Episode 3 <i>"Health Care"</i></li> </ul>
	Season 1 <ul style="list-style-type: none"> <li>Episode 5 <i>"Basketball"</i></li> </ul>
	Season 2 <ul style="list-style-type: none"> <li>Episode 9 <i>"E-Mail Surveillance"</i></li> </ul>
	Season 2 <ul style="list-style-type: none"> <li>Episode 13 <i>"The Secret"</i></li> </ul>
	Season 2 <ul style="list-style-type: none"> <li>Episode 20 <i>"Drug Testing"</i></li> </ul>






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Image	Season And Episode
	Season 3 <ul style="list-style-type: none"> <li>• Episode 7 <i>“Branch Closing”</i></li> </ul>
	Season 3 <ul style="list-style-type: none"> <li>• Episode 13 <i>“Career Of Salesmen”</i></li> </ul>
	Season 3 <ul style="list-style-type: none"> <li>• Episode 20 <i>“Safety Training”</i></li> </ul>
	Season 4 <ul style="list-style-type: none"> <li>• Episode 5 <i>“Launch Party – Part 1”</i></li> </ul>
	Season 4 <ul style="list-style-type: none"> <li>• Episode 9 <i>“Regional Advertising”</i></li> </ul>







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Image	Season And Episode
	
	<p>Season 5</p> <ul style="list-style-type: none"> <li>• Episode 1 <i>"Slimming Contest"</i></li> </ul>
	<p>Season 5</p> <ul style="list-style-type: none"> <li>• Episode 12 <i>"The Duel"</i></li> </ul>
	<p>Season 5</p> <ul style="list-style-type: none"> <li>• Episode 13 <i>"The Role Of The Prince Family"</i></li> </ul>
	<p>Season 5</p> <ul style="list-style-type: none"> <li>• Episode 14/15 <i>"Tension Release"</i></li> </ul>




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Image	Season And Episode
	Season 5 • Episode 28 “Company Picnic”
	Season 6 • Episode 8 “Koi Pond”
	Season 6 • Episode 10 “Murder”
	Season 6 • Episode 11 “The Shareholders’ Meeting”
	Season 6 • Episode 14 “The Banker”

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Image	Season And Episode
	Season 7 <ul style="list-style-type: none"> <li>• Episode 2                              “The Therapy”</li> </ul>
	Season 7 <ul style="list-style-type: none"> <li>• Episode 3                              “Andy’s Play”</li> </ul>
	Season 7 <ul style="list-style-type: none"> <li>• Episode 13                              “Ultimatum”</li> </ul>
	Season 8 <ul style="list-style-type: none"> <li>• Episode 6                              “Doomsday”</li> </ul>
	Season 8 <ul style="list-style-type: none"> <li>• Episode 7                              “Pam’s Replacement”</li> </ul>
	Season 8 <ul style="list-style-type: none"> <li>• Episode 11                              “The Quiz Show”</li> </ul>

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Image	Season And Episode
	Season 9 <ul style="list-style-type: none"> <li>• Episode 14                              “<i>The Office Bus</i>”</li> </ul>
	Season 9 <ul style="list-style-type: none"> <li>• Episode 6                              “<i>The Boat</i>”</li> </ul>
	Season 9 <ul style="list-style-type: none"> <li>• Episode 9                              “<i>Dwight Christmas</i>”</li> </ul>

29. The widespread success of NBCU’s *The Office* created and cultivated a devoted fan following that endures and thrives to this day, nearly a decade after the series ended. The official *The Office* Facebook page, maintained by NBCU, has over 9.5 million followers and “likes” to date, while its Twitter feed has over 1.3 million followers. Additionally, NBCU’s YouTube page for *The Office* has 2.84 million subscribers and over 2.2 billion video views.

30. The popularity of *The Office* has created an enormous demand for products, services, and themed experiences related to the series. NBCU has responded to this demand by creating consumer products and by licensing other entities to do the same. Indeed, shortly after the series began airing, NBCU began selling merchandise featuring the fictional “DUNDER MIFFLIN” brand. By at least

1 November 2006, NBCU was selling coffee mugs, hats and other apparel featuring  
2 the DUNDER MIFFLIN mark to identify the source of the goods as originating from  
3 or under the sponsorship or approval of NBCU.

4 31. By January 2007, NBCU was selling *The Office* and DUNDER  
5 MIFFLIN merchandise in its physical store at 30 Rockefeller Center in New York  
6 City and online at nbcuniversalstore.com. The merchandise sold included t-shirts,  
7 wall calendars, hats, and mugs featuring the DM MARKS. As shown below, NBCU  
8 includes the DUNDER MIFFLIN mark on hang tags to identify the source of the  
9 goods as originating from or under the sponsorship or approval of NBCU:



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20 32. Continuously since 2006, NBCU has engaged in numerous, varied, and  
21 ever-expanding uses in commerce of Universal Television's well-known and  
22 popular intellectual property relating to *The Office*, including the DM MARKS. In  
23 2007, for example, NBCU created a website for the fictional Dunder Mifflin Paper  
24 Company where site visitors could learn about the company, browse products, view  
25 job postings, and contact the company. The website prominently featured the DM  
26 MARKS.

27 33. In addition, NBCU and its licensees have offered *The Office* themed  
28 merchandise bearing the DM MARKS for sale on the NBCU website and third-party



1 websites such as Amazon and eBay, including clothing, robes, hats, beanies, mugs,  
2 wine tumblers, glassware, water bottles, blankets, phone cases, mouse pads, masks,  
3 ornaments, holiday stockings, lanyards, stickers, posters, backpacks, and tote bags.

4 34. In 2011, NBCU licensed the company Quill.com to produce and  
5 distribute paper featuring the DUNDER MIFFLIN branding and eventually  
6 expanded the DUNDER MIFFLIN and *The Office* branded line to include Sharpies,  
7 self-stick notes, facial tissue, coffee cups, storage boxes, and legal pads.

8 35. Demand for *The Office* themed products, services, and experiences did  
9 not end when the show ended in 2013. Recently, *The Office* has gained a new  
10 following in the “Gen Z” generation who generally were not old enough to watch  
11 the show when it originally aired. On April 26, 2019, Vanity Fair published an  
12 article describing *The Office*’s new-found popularity with Gen Z viewers. Roughly  
13 a year and a half later, on August 3, 2021, Yahoo’s PureWow published an article  
14 discussing *The Office*’s popularity with Gen Z viewers. This new demographic has  
15 helped *The Office* remain a pop culture icon long after its nine-season run ended.

16 36. In or around January 2021, NBCU began streaming all episodes of *The*  
17 *Office* on its streaming platform Peacock. Prior to that time, *The Office* streamed  
18 exclusively on Netflix and reportedly was the platform’s most watched piece of  
19 overall content. As a result, the series’ relocation from Netflix to Peacock was a  
20 significant news story covered on major news outlets, several of which credited *The*  
21 *Office*’s move to Peacock for Peacock’s rapid increase in subscribers from roughly  
22 26 million to 33 million.

23 37. In connection with *The Office*’s January 2021 move to Peacock, NBCU  
24 distributed promotional materials which exploited the DM MARKS, as shown in the  
25 images below:  
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## Welcome to Dunder Mifflin!

You'll find everything you need to know about your new office on [DunderMifflin.com](http://DunderMifflin.com) (and by streaming every episode of **The Office** on Peacock)



[STREAM NOW](#)

### Extras and Exclusives

Go deep on Dunder Mifflin Scranton with these deleted scenes and superfan episodes.



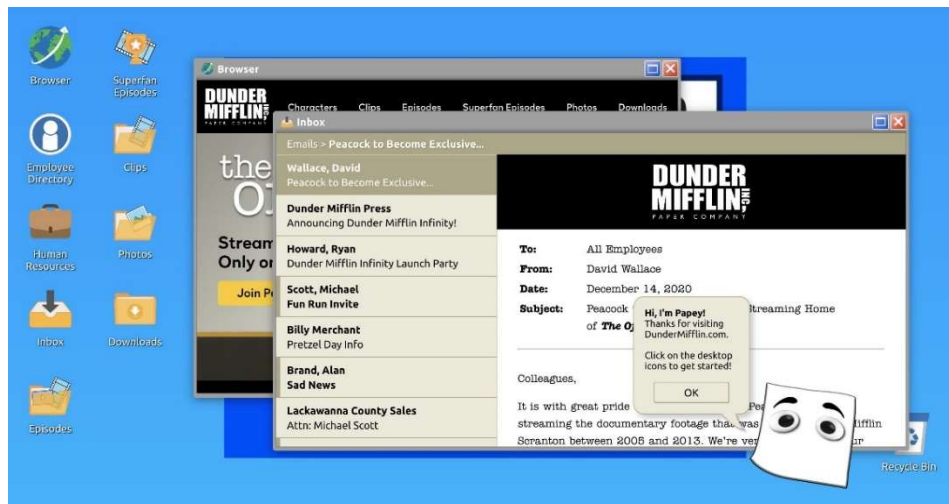
[STREAM NOW](#)



1 38. As part of the promotion, Peacock launched a Dunder Mifflin  
2 Employee Simulator and interactive webpage which virtually transported fans of the  
3 show into a Dunder Mifflin desktop computer. The dundermifflin.com website,  
4 which operated from January 1, 2021 through July 31, 2021, and is pictured below,  
5 enabled fans to click on folders and icons to gain access to behind-the-scenes photos,  
6 clips, and episodes of the series and experience being an employee at the famous  
7 Dunder Mifflin company.



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18 39. On Peacock, NBCU continues to exploit the DM MARKS in unique  
19 ways, as shown in the images below:



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40. In 2021, thanks to the ongoing popularity of *The Office*, NBCU and its affiliates also began offering *The Office Experience*, an immersive experience where fans can explore various locations in the show. *The Office Experience* was presented in Chicago from October 2021 through March 2022. It will open in Washington, D.C. in July 2022 and will remain there through January 2023. This experience, of course, features *The Office*'s most iconic location—the offices of the fictional company Dunder Mifflin. *The Office Experience* also includes a retail store that sells merchandise bearing the DM MARKS including clothing, masks, and water bottles.

41. Additionally, in January 2022, NBCU and its affiliates launched a *The Office* themed mobile game in the United States. A substantial amount of the game play takes place in the offices of the fictional Dunder Mifflin company, and the DM MARKS appears throughout the game.

42. These are just some of the many uses NBCU has made of the DM MARKS throughout the years. Through these uses, Universal Television has established strong, nationwide common law rights in the unregistered word mark DUNDER MIFFLIN and in its stylized “DUNDER MIFFLIN INC, PAPER COMPANY” logo. Universal Television’s rights predate any use in commerce by Defendants of the DUNDER MIFFLIN mark.

43. Specifically, the DM MARKS are arbitrary coined terms that are inherently distinctive trademarks and symbols of Universal Television and *The Office* franchise. They also have acquired distinctiveness as a result of years of continuous use by NBCU from March 2005 to present in its well-known and beloved

1 *The Office* television series, DVDs, video games, clothing, toys, collectibles, and  
2 other merchandise items related to *The Office*, all of which have been extensively  
3 advertised and promoted nationwide by NBCU and its licensees and have enjoyed  
4 substantial nationwide sales.

5 44. The DM MARKS also are famous nationwide, and became famous  
6 before any use in commerce by Defendants, as a result of years of continuous use by  
7 NBCU in its well-known and beloved *The Office* television series, and in connection  
8 with DVDs, video games, clothing, toys, collectibles, and other merchandise items  
9 related to *The Office*, all of which have been extensively advertised and promoted  
10 nationwide by NBCU and its licensees, have enjoyed substantial nationwide sales,  
11 and have generated extensive press coverage and public awareness, such that the  
12 DM MARKS are widely recognized by the general consuming public of the United  
13 States as a designation of source as to the goods and services of NBCU.

## 14 **II. NBCU's *Friday Night Lights* Marks**

15 45. *Friday Night Lights* is another one of NBCU's iconic television series.  
16 The show follows high school football teams in the fictional small town of Dillon,  
17 Texas. *Friday Night Lights* was inspired by the 1990 non-fiction book *Friday Night  
18 Lights: a Town, a Team, and a Dream* and a 2004 feature film titled *Friday Night  
19 Lights* based on the book. The book and movie are based on the real 1988 Permian  
20 High School football team, the Permian Panthers, located in Odessa, Texas.

21 46. *Friday Night Lights* was produced by NBCU and merchandising rights  
22 relating to *Friday Night Lights* are owned exclusively by Universal Television,  
23 which licenses its rights in the show to NBCU Media and Universal Licensing.

24 47. The first three seasons of *Friday Night Lights* focuses on the stories of  
25 the new head coach of the Dillon Panthers, the players on the football team, the  
26 Dillon High School students, and the residents of the small town of Dillon. In the  
27 fourth and fifth seasons of the show, the coach moves to newly reopened East Dillon  
28 High School as the head coach of its football team, the East Dillon Lions.

1 48. *Friday Night Lights* ran for five seasons from October 3, 2006 to  
2 February 9, 2011. The show was a critical success during its run. *Friday Night*  
3 *Lights* was nominated for eight Emmy awards and in 2011, Kyle Chandler, who  
4 played head coach Eric Taylor, won an Emmy for Outstanding Lead Actor in a  
5 Drama Series.

6 49. In addition to being a critical success, *Friday Night Lights* enjoyed  
7 positive ratings. In its first two seasons, the show averaged six million viewers per  
8 episode. The third season garnered roughly 4.6 million viewers per episode and the  
9 fourth and fifth seasons had over 3.6 million viewers per episode.

10 50. *Friday Night Lights* heavily featured the Dillon High School football  
11 team, the Panthers, and the East Dillon football team, the Lions, in numerous  
12 episodes. In doing so, Universal Television featured several marks including the  
13 word marks DILLON PANTHERS, PANTHERS FOOTBALL, DILLON  
14 PANTHERS FOOTBALL, EAST DILLON FOOTBALL and stylized logos for  
15 each mark (together, the “FNL MARKS”) in the show’s episodes.

16 51. Universal Television created and owns the stylized version of the  
17 DILLON PANTHERS MARK, shown below, which features the words “Dillon  
18 Panthers” in distressed all caps lettering in an arc with an image of a panther between  
19 the two words:



27 52. Universal Television created and owns the stylized version of the  
28 PANTHERS FOOTBALL MARK, shown below, which features the words

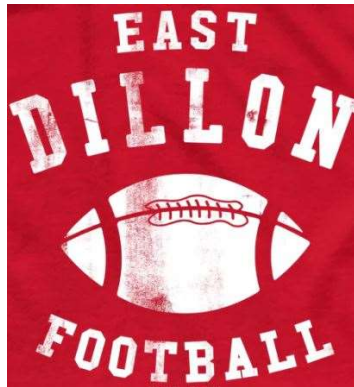
1 “Panthers Football” in distressed all caps lettering with the word “panthers” in an  
2 arc, an image of a panther between the two words, and the letters “TX” on both sides  
3 of the panther:



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11 53. Universal Television created and owns the stylized version of the  
12 DILLON PANTHERS FOOTBALL MARK, shown below, which features the word  
13 “Dillon” in cursive above the words “Panthers Football” in distressed all caps  
14 lettering with the word “panthers” in an arc, an image of a football in between the  
15 two words, and the words “2007 state champions” inside the football. The logo also  
16 includes the words “Friday Night Lights” below the word football:



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23 54. Universal Television created and owns the stylized version of the EAST  
24 DILLON FOOTBALL MARK, shown below, which features the words “East Dillon  
25 Football” in distressed all caps lettering in an arc with an image of a panther in  
26 between the words East Dillon and Football:



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8       55. While *Friday Night Lights* was inspired by a book and movie, the  
9 fictional town of Dillon, Texas, the fictional Dillon Panthers football team, and the  
10 fictional East Dillon Lions football team do not appear in the book or movie.  
11 Accordingly, the common law trademark rights in marks relating to those fictional  
12 football teams that have accrued in connection with Universal Television’s series  
13 *Friday Night Lights* belong exclusively to Universal Television.

14       56. The popularity of *Friday Night Lights* has created an enormous demand  
15 for products, services, and themed experiences related to the series. NBCU has  
16 responded to this demand by creating consumer products and by licensing other  
17 entities to do the same. Indeed, shortly after the series began airing, NBCU began  
18 selling merchandise featuring the FNL MARKS. By at least February 2011, NBCU  
19 was selling apparel and magnets featuring the FNL MARKS to identify the source,  
20 sponsorship or approval of these goods by NBCU.

21       57. In addition, NBCU and its licensees have offered *Friday Night Lights* -  
22 themed merchandise bearing the FNL MARKS for sale on the NBCU website and  
23 third-party websites such as Amazon and eBay, including on clothing, hats, mugs,  
24 magnets, blankets, ornaments, and water bottles.

25       58. In 2018, the series was again in the news when it began streaming on  
26 Amazon Prime and Hulu after previously being available on Netflix. In or around  
27 January 2021, NBCU began streaming the series on Peacock.  
28



1           59. Additionally, entertainment magazines and websites continue to  
2 discuss and promote the show. In July 2021, *Variety* ranked its ten best episodes of  
3 *Friday night Lights*. In August 2021, *TV Insider* posted an article with reasons to  
4 binge-watch the television series. And, in August 2021, *Cosmopolitan* published a  
5 list of “26 Things You Never Knew About *Friday Night Lights*.” These are just a  
6 few examples of recent public interest in the series.

7           60. Through these varied and ongoing uses of the FNL MARKS over many  
8 years, and the enduring popularity and public interest that has resulted, Universal  
9 Television has established strong, nationwide common law rights in the unregistered  
10 FNL MARKS. Universal Television’s rights predate any use in commerce by  
11 Defendants of the DILLON FOOTBALL mark.

### 12 **III. Defendants’ Pattern and Practice of Trademark Squatting**

13           61. NBCU is informed and believes, and on that basis alleges, that  
14 Defendants Gooder, JKM, and Kenneth Talbert have built a business based on  
15 registering trademarks belonging to others in order either to sell them back to their  
16 rightful owners or to profit from consumer confusion by selling branded  
17 merchandise that consumers inevitably will associate with a popular entertainment  
18 property such as a television show, movie, or videogame that has no connection  
19 whatsoever to Defendants. Indeed, Defendants have registered, or attempted to  
20 register, more than 20 marks derived from the entertainment properties of others.

21           62. For example, JKM owns trademark registrations for HILLMAN  
22 COLLEGE (the fictional all-black college depicted in *The Cosby Show*), TREE  
23 HILL RAVENS (the fictional basketball team from the series *One Tree Hill*),  
24 AVERAGE JOE’S (one of the fictional gyms in *Dodgeball*), and NOSTROMO (the  
25 fictional spaceship in *Alien*), and it applied to register TYRELL CORPORATION  
26 (the fictional replicant-manufacturer in *Blade Runner*).

27           63. NBCU is informed and believes, and on that basis alleges, that the  
28 chart below details some of JKM and Gooder’s other registrations and applications

1 in pursuit of this business model, the entertainment property to which each  
 2 registration or application relates, and the owner of each such property:

Trademark	Status	CI ass	Goods and services	Property/Owner
DIPPER'S PINE	Registered	25	(Int. Cl. 25) hoodies; athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; graphic t- shirts	<i>Gravity Falls</i> Disney TV
HILLMAN COLLEGE	Registered	25	(Int. Cl. 25) athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; headwear; hoodies; t-shirts; caps; graphic t-shirts	<i>The Cosby Show</i> Carsey-Werner Productions TV
NO MA'AM	Registered	25	(Int. Cl. 25) athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; baseball caps and hats;	<i>Married... with Children</i> 20th Century Fox TV

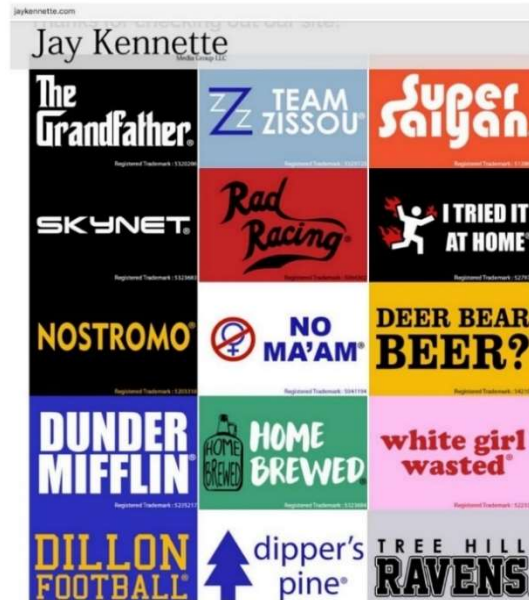
Trademark	Status	Cl ass	Goods and services	Property/Owner
			sweatshirts; t-shirts; hooded sweatshirts	
NOSTROMO	Registered	25	(Int. Cl. 25) hoodies; athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; graphic t- shirts	<i>Alien</i> 20th Century Fox Movie
SHADOW COMPANY	Registered	25	(Int. Cl. 25) athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; baby bodysuits; hoodies; sweatshirts; shirts and short-sleeved shirts	<i>Shadow Company</i> Activision Call of Duty Game
SKYNET	Registered	25	(Int. Cl. 25) athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; baby bodysuits; hoodies;	<i>Terminator 2</i> 20th Century Fox Movie

Trademark	Status	Cl ass	Goods and services	Property/Owner
			shirts and short-sleeved shirts; sweatshirts	
TREE HILL RAVENS	Registered	25	(Int. Cl. 25) athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; headwear; hoodies; t-shirts; caps; graphic t-shirts	<i>One Tree Hill</i> Warner Brothers TV
AVERAGE JOE'S	Abandoned	25	(Int. Cl. 25) athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; headwear; hoodies; t-shirts; caps; graphic t-shirts; short-sleeved or long-sleeved t-shirts	<i>Dodgeball: A True Underdog Story</i> 20th Century Fox Movie
HARTFORD WHALERS	Abandoned	25	(Int. Cl. 25) athletic apparel, namely, shirts, pants, jackets, footwear, hats and	Former NHL Hockey Team (predecessor of the current

Trademark	Status	Cl ass	Goods and services	Property/Owner
			caps, athletic uniforms; hooded sweatshirts; t-shirts; baseball caps and hats	Carolina Hurricanes)
TYRELL CORPORATION	Abandoned	25	(Int. Cl. 25) athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; headwear; hoodies; t-shirts; caps; graphic t-shirts	<i>Blade Runner</i> Warner Brothers Movie

64. Several of these applications were filed in 2016, and several on the same days, evidencing a clear strategy to squat on trademarks associated with multiple different popular entertainment properties that Defendants do not own. NBCU is informed and believes, and on that basis alleges, that Defendants have registered these various marks in an attempt to squat on the marks in order either to eventually extract a fee from the actual rightsholder and/or to sell merchandise that consumers will erroneously assume to be associated with the relevant entertainment property.

65. In 2019, for example, JKM's website, jaykennette.com, displayed images of the various trademarks it claimed to own, many of which directly referenced the entertainment property from which they were lifted:



11 66. NBCU is informed and believes, and on that basis alleges, that  
12 Defendants have registered these marks with the intent to unfairly compete against  
13 the actual rightsholders, to trade upon their reputation and goodwill, and/or to sell  
14 back to them registrations for marks in which they already own common law rights.

#### 15 **IV. Defendants' Infringement of The DM MARKS and The FNL MARKS**

16 67. Subsequent to the adoption and use by NBCU of its *The Office* and  
17 *Friday Night Lights* intellectual property, and without any authorization or  
18 permission from NBCU, Defendants began using the DM MARKS and FNL  
19 MARKS to market and sell the same kinds of merchandise as NBCU and its  
20 licensees.

21 68. On or around June 2016, Gooder filed Application Serial No. 87-  
22 076,381 with the USPTO to register DUNDER MIFFLIN in Class 25 for use in  
23 connection with "Hoodies; Athletic apparel, namely, shirts, pants, jackets, footwear,  
24 hat and caps, athletic uniforms; Graphic T-shirts." The application claimed a first  
25 use in commerce date of January 9, 2007, and was signed by Defendant Talbert, who  
26 was identified as the President/CEO of Gooder Labs.

27 69. NBCU's use of the DM MARKS predates any actual or claimed use of  
28 DUNDER MIFFLIN by Defendants. NBCU began using the DM MARKS in March

1 2005 when *The Office* began airing on NBC television, and NBCU was selling  
2 merchandise bearing the DM MARKS by at least November 2006. This is well  
3 before Gooder’s claimed date of first use in commerce.

4 70. Moreover, the specimen Gooder submitted with its application  
5 appeared to be digitally altered and did not show the mark being used in commerce.  
6 Shown below, Gooder submitted a specimen consisting of what appeared to be a  
7 plain white t-shirt with a neck tag bearing the words DUNDER MIFFLIN in blue  
8 using the same font and layout as Universal Television’s DM MARKS.



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19 71. In or around February 2017, the USPTO rejected this specimen on the  
20 ground that it “appears to consist of a digitally altered image or a mock-up of the  
21 intended depiction of the mark on the goods or their packaging.”

22 72. In or around March 2017, Gooder submitted a new specimen, shown  
23 below, which consisted of a blue t-shirt with the words “Dunder Mifflin Paper  
24 Company, Inc.” in white, arranged in precisely the same manner as depicted in the  
25 DM MARKS.



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11 73. Once again, this specimen appeared to be a mock-up and does not show  
12 the shirt being advertised or offered for sale. Following publication in April 2017,  
13 the application was granted, and the registration issued on July 4, 2017 as  
14 Registration Number 5,235,217.

15 74. On or around January 14, 2017, Gooder assigned its trademark  
16 registrations and applications, including the then-pending application for DUNDER  
17 MIFFLIN, to JKM. Notably, the consideration for the transfer of twelve marks from  
18 Gooder to JKM was \$0.00. Kenneth Talbert signed the assignment agreement on  
19 behalf of both Gooder and JKM as the CEO of both companies.

20 75. In or around October 2021, JKM filed applications with the USPTO to  
21 register DUNDER MIFFLIN as a mark in International Classes 21 and 16 for,  
22 respectively, “cups, plates, coffee mugs” etc. and for “envelopes; copy paper;  
23 notebook covers; notebooks;” and other office products. Those applications are  
24 currently pending with serial numbers 97-096,825 and 97-096,853 respectively.

25 76. JKM submitted the following specimens with these applications:  
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77. Again, these specimens included “Dunder Mifflin” arranged in precisely the same manner as depicted in the DM MARKS and *The Office* television series. Additionally, neither specimen shows the goods being advertised or offered for sale in commerce, and when examined, both appear to have digital alterations.

78. In addition to registering Universal Television’s DUNDER MIFFLIN mark with the USPTO, Defendants have offered and sold merchandise using the DM MARKS on Walmart.com, Amazon.com, and Defendants’ interactive websites www.gooderdeals.com, www.goodergifts.com, and www.gooderlabs.com. Through these websites, Defendants sold merchandise to California, and NBCU is informed and believes, and on that basis alleges, that Defendants specifically targeted, consumers located in the State of California, the largest market in the United States.

79. Starting in approximately 2015 and continuing to this day, Defendants have sold a variety of unauthorized merchandise bearing the DM MARKS, including without limitation shirts, hoodies, and hats. As shown below, the merchandise offered by Defendants using the DM MARKS is substantially indistinguishable from NBCU’s use in commerce including slavish copies of the identical logo presentation and constitutes trademark infringement and false designation of origin:

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**Plaintiffs' Use**



**Defendants' Use**



**Plaintiffs' Use**



**Defendants' Use**



**Plaintiffs' Use**



**Defendants' Use**

80. Defendants' use of exact replicas of the DM MARKS makes clear that Defendants are attempting to pass off their products as those of NBCU and to trade

1 upon NBCU's and *The Office*'s extensive fame, unparalleled goodwill, and devoted  
2 consumer base.

3 81. On or around November 4, 2016, JKM filed Application Serial No. 87-  
4 227,047 with the USPTO to register DILLON FOOTBALL in Class 25 for "Athletic  
5 apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms;  
6 Headwear; Hoodies; T-shirts; Caps; Graphic T-shirts." The application claimed a  
7 first use in commerce date of January 27, 2012.

8 82. NBCU's use of the FNL MARKS predates any actual or claimed use of  
9 DILLON PANTHERS by Defendants. NBCU began using the FNL MARKS in  
10 October 2006 when *Friday Night Lights* began airing on NBC television, and NBCU  
11 was selling merchandise bearing the FNL MARKS by at least February 2011. This  
12 is before JKM's claimed date of first use in commerce.

13 83. Moreover, the specimen JKM submitted with its application appeared  
14 to be digitally altered and did not show the mark being used in commerce. Shown  
15 below, JKM submitted a specimen consisting of what appeared to be a plain white  
16 t-shirt with a neck tag printed with the words DILLON FOOTBALL.

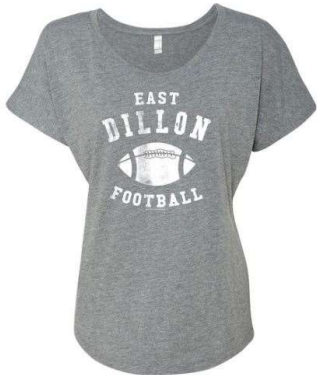


24  
25 84. Following publication in March 2017, the application was granted, and  
26 the registration issued on June 13, 2017 as Registration Number 5,222,658.

27 85. In addition to registering Universal Television's DILLON FOOTBALL  
28 mark with the USPTO, Defendants have offered and sold merchandise using the

1 FNL MARKS on Amazon.com and Defendants’ interactive websites  
2 www.gooderdeals.com, www.goodergifts.com, and www.gooderlabs.com. NBCU  
3 is informed and believes, and on that basis alleges, that through these websites,  
4 Defendants sold merchandise to, and specifically targeted, consumers located in the  
5 State of California, the largest market in the United States.

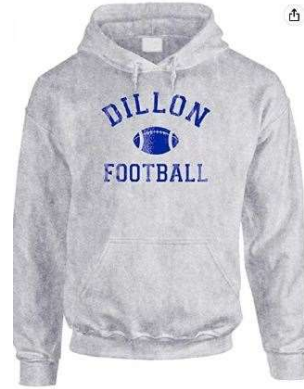
6 86. Starting in approximately 2015 and continuing to this day, Defendants  
7 have sold a variety of unauthorized merchandise bearing the FNL MARKS,  
8 including without limitation shirts, hoodies, and hats. As shown below, the  
9 merchandise offered by Defendants using the FNL MARKS is substantially  
10 indistinguishable from NBCU’s use in commerce including slavish copies of the  
11 identical logo presentation and constitutes trademark infringement and false  
12 designation of origin:



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20 **Plaintiffs’ Use**



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28 **Defendants’ Use**



**Plaintiffs' Use**

**Defendants' Use**

87. Defendants' use of nearly exact replicas of the FNL MARKS makes clear that Defendants are attempting to pass off their products as those of NBCU and to trade upon NBCU's and *Friday Night Lights*' extensive fame, goodwill, and devoted consumer base.

88. Defendants have expressly aimed their wrongful conduct at the State of California by operating an interactive website which allowed residents of California to conduct transactions thereon and purchase infringing goods, selling infringing merchandise in the State of California through their own website, Walmart.com, and Amazon.com, and, beyond merely selling merchandise, specifically targeting NBCU. As recently as 2022, Defendants sold merchandise through Amazon.com and Walmart.com which infringed on the DM MARKS and FNL MARKS into the State of California.

89. In addition to registering and selling merchandise bearing NBCU's DM MARKS and FNL MARKS, Defendants have specifically targeted NBCU in order effectively to hold the DM MARKS hostage. In or around 2019, Defendants attempted to interfere with NBCU's contractual relationships in California by sending takedown demands through eBay and Amazon to NBCU's licensees. eBay is headquartered in and has its principal place of business in San Jose, California. Defendants' takedown notices falsely claimed that NBCU's licensees were infringing Defendants' trademarks by selling merchandise bearing the DM MARKS

1 that related to *The Office* television series, and thereby constituted a deliberate and  
2 knowing attempt to interfere with NBCU's contractual relationships with its  
3 licensees. One of these takedown notices targeted the activities of Smart Print, a  
4 California-based retailer selling merchandise bearing the DM MARKS on behalf of  
5 NBCU licensee T-Line.

6 90. On December 8, 2021, NBCU sent JKM a cease-and-desist letter  
7 demanding that JKM cease infringing NBCU's DM MARKS. JKM refused to stop  
8 its infringement. Instead, Defendants communicated to NBCU's counsel in  
9 California a demand that NBCU pay a substantial sum for JKM to assign its  
10 registration for DUNDER MIFFLIN to NBCU. In that same communication,  
11 Defendants threatened that they would seek to have all of NBCU's and its licensees'  
12 listings for merchandise bearing the DM MARKS taken down from all Internet  
13 distribution platforms, including Amazon. Defendants also threatened to sue NBCU  
14 for trademark infringement. Furthermore, Defendants demanded that NBCU enter  
15 into a consent agreement with them that would have given Defendants substantive  
16 rights in the DM MARKS to which Defendants are not entitled.

17 91. Defendants' practice of seeking fraudulent trademark registrations to  
18 which they are not entitled has hindered NBCU's ability to protect and augment its  
19 own common law rights by obtaining valid federal trademark registrations. On or  
20 around November 20, 2020, Universal Television sought to register DUNDER  
21 MIFFLIN as a standard character mark in International Class 41, Serial No. 90-  
22 333,640, for "entertainment services in the field of comedy accessible via mobile  
23 and global communication networks." As detailed above, Universal Television is  
24 clearly entitled to such a registration based on its creation and continuous usage of  
25 the DM MARKS. However, in office actions, the USPTO rejected the applications  
26 and cited JKM's registered trademark for DUNDER MIFFLIN, discussed above, as  
27 a basis for rejection. On or around June 8, 2022, the USPTO issued a final office  
28

1 action rejecting Universal Television’s application based on a purported likelihood  
2 of confusion with JKM’s registered trademark.

3 92. On July 1, 2022, concurrently with the filing of this litigation, NBCU  
4 filed with the Trademark Trial and Appeal Board of the USPTO a petition to cancel  
5 JKM’s Registration No. 5,235,217. On July 19, 2022, NBCU filed a request that  
6 that proceeding be suspended pending the resolution of NBCU’s claims in this case.  
7 On September 1, 2022, the Trademark Trial and Appeal Board granted NBCU’s  
8 request and suspended those proceedings pending the resolution of this action.

9 **FIRST CLAIM FOR RELIEF**

10 **TRADEMARK INFRINGEMENT – 15 U.S.C. § 1125(a)(1)(A)**  
11 **(NBCU Media, Universal Television, and Universal Licensing against all**  
12 **Defendants)**

13 93. NBCU repeats, realleges, and incorporates herein by reference every  
14 allegation contained in paragraphs 1 through 92.

15 94. Universal Television and its affiliates have the exclusive right at  
16 common law to use its DM MARKS in the United States in commerce to advertise  
17 and sell various goods and services including merchandise, products, services, and  
18 themed experiences related to the television series *The Office*.

19 95. Universal Television’s exclusive rights in and to its DM MARKS  
20 predate any rights that Defendants could establish in any mark that consists of  
21 “Dunder Mifflin” in whole or in part.

22 96. Universal Television’s DM MARKS are arbitrary coined terms that are  
23 inherently distinctive when used in connection with NBCU’s goods and services.

24 97. Universal Television’s DM MARKS identify NBCU as the exclusive  
25 source of merchandise, services, and experiences offered using the DM MARKS.  
26 Accordingly, Universal Television’s DM MARKS also have acquired  
27 distinctiveness through the development of secondary meaning.

1 98. As alleged above, NBCU Media and Universal Licensing have used  
2 and exploited the DM MARKS and have a material, concrete, and real commercial  
3 interest in the DM MARKS and in protecting the DM MARKS from Defendants'  
4 infringement.

5 99. Universal Television and its affiliates have the exclusive right at  
6 common law to use its FNL MARKS in the United States in commerce to advertise  
7 and sell various goods and services including merchandise, products, services, and  
8 themed experiences related to the television series *Friday Night Lights*.

9 100. Universal Television's exclusive rights in and to its FNL MARKS  
10 predate any rights that Defendants could establish in any mark that consists of  
11 "Dillon Football" in whole or in part.

12 101. Universal Television's FNL MARKS are arbitrary coined terms that are  
13 inherently distinctive when used in connection with NBCU's goods and services.

14 102. Universal Television's FNL MARKS identify NBCU as the exclusive  
15 source of merchandise, services, and experiences offered using the FNL MARKS.  
16 Accordingly, Universal Television's FNL MARKS also have acquired  
17 distinctiveness through the development of secondary meaning.

18 103. As alleged above, NBCU Media and Universal Licensing have used  
19 and exploited the FNL MARKS and have a material, concrete, and real commercial  
20 interest in the FNL Marks and in protecting the FNL MARKS from Defendants'  
21 infringement.

22 104. As set forth above, Defendants have been and are reproducing  
23 Universal Television's DM MARKS and FNL MARKS in United States commerce  
24 by offering for sale, and selling, merchandising using the DM MARKS and the FNL  
25 MARKS. NBCU has not consented to Defendants' use of Universal Television's  
26 DM MARKS or FNL MARKS for any purpose.

27 105. As alleged herein, and as shown in the examples above, Defendants'  
28 use of Universal Television's DM MARKS and FNL MARKS in United States



1 commerce, on and in connection with merchandise, is likely to cause confusion,  
2 cause mistake, and/or cause deception about whether NBCU is the source of  
3 Defendants' merchandise.

4 106. NBCU is informed and believes, and on that basis alleges, that  
5 Defendants' conduct, as alleged herein, is in furtherance of Defendants' willful,  
6 deliberate, and bad-faith scheme of trading upon the extensive consumer goodwill,  
7 reputation, and commercial success of Universal Television's DM MARKS and  
8 FNL MARKS and its extraordinarily popular television series *The Office* and *Friday*  
9 *Night Lights*.

10 107. Defendants' acts and conduct constitute trademark infringement in  
11 violation of 15 U.S.C. § 1125(a)(1)(A).

12 108. Defendants' acts complained of herein were willful and deliberate and  
13 have caused damage to NBCU in an amount to be determined at trial, and such  
14 damages will continue to increase unless and until Defendants are enjoined from  
15 their wrongful actions.

16 109. Defendants' willful and deliberate acts of trademark infringement and  
17 unfair competition make this an exceptional case such that NBCU is entitled to an  
18 award of profits and attorneys' fees pursuant to 15 U.S.C. § 1117(a).

19 110. Defendants' acts complained of herein have caused, and will continue  
20 to cause, irreparable injury to NBCU's business, substantial loss of goodwill and  
21 reputation, and pecuniary damages to NBCU and consequently have caused, and  
22 will continue to cause, a substantial impact on United States commerce. Such  
23 irreparable injury will continue unless and until Defendants are enjoined from  
24 further violation of NBCU's rights.

**SECOND CLAIM FOR RELIEF**

**FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION –**

**15 U.S.C. § 1125(a)(1)(A)**

**(NBCU Media, Universal Television, and Universal Licensing against all  
Defendants)**

111. NBCU repeats, realleges, and incorporates herein by reference every allegation contained in paragraphs 1 through 92.

112. Universal Television owns the unregistered DM MARKS for use in United States commerce in connection with a wide variety of goods and services including merchandise, products, services, and themed experiences related to the television series *The Office*.

113. The DM MARKS and have been used extensively by Universal Television and its affiliates, NBCU Media and Universal Licensing, and licensees in commerce, are non-functional, are inherently distinctive, have acquired substantial secondary meaning in the marketplace, and have become associated in the public's mind with NBCU's products, services, experiences and its extraordinarily popular television series *The Office*.

114. As alleged above, NBCU Media and Universal Licensing have used and exploited the DM Marks and have a material, concrete, and real commercial interest in the DM MARKS and in protecting the DM MARKS from Defendants' infringement.

115. Universal Television owns the unregistered FNL MARKS for use in United States commerce in connection with a wide variety of goods and services including merchandise, products, services, and themed experiences related to the television series *Friday Night Lights*.

116. The FNL MARKS and have been used extensively by Universal Television and its affiliates, NBCU Media and Universal Licensing, and licensees in commerce, are non-functional, are inherently distinctive, have acquired

1 substantial secondary meaning in the marketplace, and have become associated in  
2 the public's mind with NBCU's products, services, experiences and its  
3 extraordinarily popular television series *Friday Night Lights*.

4 117. As alleged above, NBCU Media and Universal Licensing have used  
5 and exploited the FNL Marks and have a material, concrete, and real commercial  
6 interest in the FNL MARKS and in protecting the FNL MARKS from Defendants'  
7 infringement.

8 118. As described above in detail, the Defendants are using in commerce,  
9 without NBCU's authorization or consent and in a confusing and misleading  
10 manner, the DM MARKS and the FNL MARKS and/or confusingly similar  
11 variations thereof to advertise, market, and sell their own infringing merchandise.  
12 This conduct constitutes false designation of origin and unfair competition in  
13 violation of 15 U.S.C. § 1125(a)(1)(A).

14 119. NBCU is informed and believes, and on that basis alleges, that  
15 Defendants had actual knowledge of Universal Television's ownership and NBCU's  
16 prior use of the DM MARKS and the FNL MARKS and related merchandise prior  
17 to commencing the conduct alleged herein.

18 120. NBCU is informed and believes, and on that basis alleges, that  
19 Defendants have engaged in the conduct complained of herein with the intent to  
20 compete unfairly against NBCU, to trade upon NBCU's reputation and goodwill by  
21 causing confusion and mistake among customers and the public, and to deceive the  
22 public into believing that Defendants' infringing merchandise is associated with,  
23 sponsored by, or approved by NBCU, when it is not.

24 121. As a result of the acts complained of herein, Defendants have caused  
25 injury to NBCU's business reputation and to the reputation and goodwill  
26 surrounding the DM MARKS and the FNL MARKS, as well as a strong likelihood  
27 of consumer confusion as to the source of origin or relationship of NBCU's and  
28 Defendants' goods, and have otherwise competed unfairly with NBCU.

1 122. Defendants' acts complained of herein were willful and deliberate and  
2 have caused damage to NBCU in an amount to be determined at trial, and such  
3 damages will continue to increase unless and until Defendants are enjoined from  
4 their wrongful actions.

5 123. Defendants' willful and deliberate acts of trademark infringement and  
6 unfair competition make this an exceptional case such that NBCU is entitled to an  
7 award of profits and attorneys' fees pursuant to 15 U.S.C. § 1117(a).

8 124. Defendants' acts complained of herein have caused, and will continue  
9 to cause, irreparable injury to NBCU's business, substantial loss of goodwill and  
10 reputation, and pecuniary damages to NBCU and consequently have caused, and  
11 will continue to cause, a substantial impact on United States commerce. Such  
12 irreparable injury will continue unless and until Defendants are preliminarily and  
13 permanently enjoined from further violation of NBCU's rights.

14 **THIRD CLAIM FOR RELIEF**

15 **TRADEMARK DILUTION – 15 U.S.C. § 1125(c)**

16 **(Universal Television against all Defendants)**

17 125. NBCU repeats, realleges, and incorporates herein by reference every  
18 allegation contained in paragraphs 1 through 92.

19 126. By virtue of the enormous popularity of the DM MARKS, and the  
20 massive success, advertising and promotion of *The Office* television series, the  
21 goods, services, and experiences offered under the DM MARKS have been  
22 consumed, viewed, accessed, and purchased by millions of people. Accordingly, as  
23 alleged herein, these marks are famous among consumers nationwide and became  
24 famous well before their use in commerce by Defendants.

25 127. Defendants' use of the famous DM MARKS in their infringing  
26 merchandise has been for Defendants' own commercial gain.

27 128. Defendants' use of the famous DM MARKS in their infringing  
28 merchandise will cause, or will likely cause, dilution of the distinctive quality of

1 Universal Television's DM MARKS through blurring and/or tarnishment in  
2 violation of 15 U.S.C. § 1125(c), thereby impairing the capability of these marks of  
3 identifying and distinguishing Universal Television's, or its affiliates', or its  
4 licensees', goods and services.

5 129. Defendants' acts complained of herein were willful and deliberate and  
6 have caused damage to Universal Television in an amount to be determined at trial,  
7 and such damages will continue to increase unless and until Defendants are enjoined  
8 from their wrongful actions.

9 130. Defendants' willful and deliberate acts of trademark dilution make this  
10 an exceptional case such that Universal Television is entitled to an award of profits  
11 and attorneys' fees pursuant to 15 U.S.C. § 1117(a).

12 131. Defendants' acts complained of herein have caused, and will continue  
13 to cause, irreparable injury to Universal Television's business, substantial loss of  
14 goodwill and reputation, and pecuniary damages to Universal Television. Such  
15 irreparable injury will continue unless and until Defendants are preliminarily and  
16 permanently enjoined from further violation of Universal Television's rights.

17 **FOURTH CLAIM FOR RELIEF**

18 **CANCELLATION OF TRADEMARK REGISTRATION NO. 5,235,217 AND**  
19 **TRADEMARK REGISTRATION NO. 5,222,658**

20 **15 U.S.C. §§ 1052(d), 1064**

21 **(NBCU Media, Universal Television, and Universal Licensing against all**  
22 **Defendants)**

23 132. NBCU repeats, realleges, and incorporates herein by reference every  
24 allegation contained in paragraphs 1 through 92.

25 133. Since at least March 2005, well before the first use, filing and  
26 registration dates of JKM's Registration No. 5,235,217 and its applications for  
27 registration denoted by Serial Nos. 97-096,825 and 97-096,853, Universal  
28 Television, and its affiliates, NBCU Media and Universal Licensing, have

1 continuously used Universal Television's famous DM MARKS in commerce in  
2 connection with products, services, and themed experiences related to NBCU's  
3 television series *The Office* and therefore enjoys priority of use in commerce. By  
4 virtue of NBCU's continuous and substantial use of Universal Television's DM  
5 MARKS, the DM MARKS have become a strong identifier of NBCU and its  
6 products and services and distinguish NBCU's products and services from those of  
7 others. NBCU has built up significant and valuable goodwill and fame in Universal  
8 Television's DM MARKS. Universal Television has a valid protectible common  
9 law trademark interest in its DM MARKS. NBCU Media and Universal Television  
10 have a material, concrete, and real commercial interest in Universal Television's DM  
11 Marks and the protection thereof.

12 134. Since at least October 2006, well before the first use, filing and  
13 registration dates of JKM's Registration No. 5,222,658, Universal Television, and  
14 its affiliates, NBCU Media and Universal Licensing, have continuously used  
15 Universal Television's FNL MARKS in commerce in connection with products,  
16 services, and themed experiences related to NBCU's television series *Friday Night*  
17 *Lights* and therefore enjoys priority of use in commerce. By virtue of NBCU's  
18 continuous and substantial use of Universal Television's FNL MARKS, the FNL  
19 MARKS have become a strong identifier of NBCU and its products and services and  
20 distinguish NBCU's products and services from those of others. NBCU has built up  
21 significant and valuable goodwill and fame in Universal Television's FNL MARKS.  
22 Universal Television has a valid protectible common law trademark interest in its  
23 FNL MARKS. NBCU Media and Universal Television have a material, concrete,  
24 and real commercial interest in Universal Television's FNL Marks and the  
25 protection thereof.

26 135. NBCU will be damaged by the continued registration of JKM's  
27 Registration No. 5,235,217 and by Application Serial Nos. 97-096,825 and 97-  
28 096,853, in that the mark shown in the registration and potential registrations are

1 confusingly similar to Universal Television's famous DM MARKS. NBCU will  
2 also be damaged by the continued registration of JKM's Registration No. 5,222,658,  
3 in that the mark shown in the registration and potential registrations are confusingly  
4 similar to Universal Television's FNL MARKS. Potential purchasers, upon seeing  
5 Defendants' marks shown in the registrations and applications, are likely to  
6 mistakenly believe that such marks and goods identified in the registration and  
7 applications originate with or are connected or associated with, or sponsored,  
8 licensed or approved by, NBCU. Thus, the registration and applications' use of the  
9 mark shown therein in connection with the goods identified therein are likely to  
10 cause confusion, or to cause mistake, or to deceive, all within the meaning of 15  
11 U.S.C. § 1052(d).

12         136. In view of NBCU's prior rights in the DM MARKS and FNL MARKS,  
13 Defendant JKM is not entitled to federal registration of the mark shown in  
14 Registration No. 5,235,217 and Application Serial Nos. 97-096,825 and 97-096,853,  
15 or to federal registration of the mark show in Registration No. 5,222,658. The  
16 registrations should be cancelled, and the applications should be deemed abandoned,  
17 as authorized under 15 U.S.C. §§ 1052(d) and 1119.

18         137. In addition, by virtue of the enormous popularity of the DM MARKS,  
19 and the massive success, advertising and promotion of *The Office* television series,  
20 the goods, services, and experiences offered under the DM MARKS have been  
21 consumed, viewed, accessed, and purchased by millions of people. Accordingly, as  
22 alleged herein, these marks are famous among consumers nationwide and became  
23 famous before any use in commerce by Defendants.

24         138. As a result, the Registration and use of the DUNDER MIFFLIN mark  
25 by Defendant JKM will cause, or will likely cause, dilution of the distinctive quality  
26 of Universal Television's DM MARKS through blurring and/or tarnishment in  
27 violation of 15 U.S.C. § 1125(c), thereby impairing the capability of these marks of  
28

1 identifying and distinguishing NBCU's, or its licensees', goods and services, with  
2 consequent damage to NBCU and the public.

3 139. For this separate and additional reason, Defendant JKM is not entitled  
4 to federal registration of the mark shown in Registration No. 5,235,217 and in  
5 Application Serial Nos. 97-096,825 and 97-096,853. The registration should be  
6 cancelled, and the applications should be deemed abandoned, as authorized under  
7 15 U.S.C. §§ 1125(c), 1064, and 1119.

8 **FIFTH CLAIM FOR RELIEF**

9 **CANCELLATION OF TRADEMARK REGISTRATION NO. 5,235,217 AND**  
10 **REGISTRATION NO. 5,222,658 – FRAUDULENT REGISTRATION /**  
11 **MISREPRESENTATION OF SOURCE 15 U.S.C. § 1064(3)**  
12 **(NBCU Media, Universal Television, and Universal Licensing against all**  
13 **Defendants)**

14 140. NBCU repeats, realleges, and incorporates herein by reference every  
15 allegation contained in paragraphs 1 through 92.

16 141. The Lanham Act imposes on trademark applicants the obligations not  
17 to knowingly make false, material representations and not to make knowingly  
18 inaccurate or knowingly misleading statements.

19 142. When Defendant JKM applied for Registration No. 5,235,217, and filed  
20 Applications Serial Nos. 97-096,825 and 97-096,853, Defendants knowingly and  
21 falsely claimed, under penalty of perjury, that JKM was the exclusive owner of the  
22 DUNDER MIFFLIN mark, that it was using the mark in connection with goods  
23 claimed in the application, and that no other persons had the right to use the mark in  
24 commerce.

25 143. At all relevant times, and at the time of making the aforesaid  
26 applications for registration, Defendants, and each of them, had actual knowledge  
27 that NBCU had prior, superior rights to use the DM MARKS in commerce in  
28



1 connection with apparel, merchandise, entertainment services, and other goods and  
2 services related to NBCU's television series *The Office*.

3 144. At all relevant times, and at the time of making the aforesaid  
4 applications for registration, Defendants, and each of them, had actual knowledge  
5 that that the statements in the applications were false based upon NBCU's  
6 widespread, successful, open, notorious, popular, and national use of Universal  
7 Television's DM MARKS from March 2005 to the present on its nationally  
8 televised, critically acclaimed television series *The Office* and on related  
9 merchandising, services, and experiences bearing the DM MARKS, as well as upon  
10 Defendants' submission of specimens in support of registration depicting a  
11 purported DUNDER MIFFLIN mark that was in an identical font, stylization, and  
12 manner of presentation as Universal Television's DM MARKS, and also upon the  
13 Defendants' applications for and registrations of numerous other marks uniquely  
14 associated with other entertainment properties not owned by Defendants.

15 145. In addition, when Defendant JKM applied for Registration No.  
16 5,222,658 Defendants knowingly and falsely claimed, under penalty of perjury, that  
17 JKM was the exclusive owner of the DILLON FOOTBALL mark, that it was using  
18 the mark in connection with goods claimed in the application, and that no other  
19 persons had the right to use the mark in commerce.

20 146. At all relevant times, and at the time of making the aforesaid  
21 applications for registration, Defendants, and each of them, had actual knowledge  
22 that NBCU had prior, superior rights to use the FNL MARKS in commerce in  
23 connection with apparel, merchandise, entertainment services, and other goods and  
24 services related to NBCU's television series *Friday Night Lights*.

25 147. At all relevant times, and at the time of making the aforesaid  
26 applications for registration, Defendants, and each of them, had actual knowledge  
27 that that the statements in the applications were false based upon NBCU's  
28 widespread, successful, open, notorious, popular, and national use of Universal

1 Television's FNL MARKS from October 2006 to the present on its nationally  
2 televised, critically acclaimed television series *Friday Night Lights* and on related  
3 merchandising, services, and experiences bearing the FNL MARKS, as well as upon  
4 Defendants' submission of specimens in support of registration depicting a  
5 purported DILLON FOOTBALL mark that was in an identical font, stylization, and  
6 manner of presentation as Universal Television's FNL MARKS, and also upon the  
7 Defendants' applications for and registrations of numerous other marks uniquely  
8 associated with other entertainment properties not owned by Defendants.

9 148. Defendants knowingly made these materially fraudulent statements in  
10 the applications with the intent to deceive the USPTO and with the intent that the  
11 USPTO rely upon them.

12 149. The USPTO relied upon the materially false statements made by  
13 Defendants in its handling of the applications to register the DUNDER MIFFLIN  
14 and DILLON FOOTBALL marks and in registering the DUNDER MIFFLIN and  
15 DILLON FOOTBALL marks. But for the materially false allegations, the USPTO  
16 would never have issued Registration No. 5,235,217 and Registration No. 5,222,658  
17 to Defendant JKM.

18 150. Defendants' conduct constitutes fraud on the USPTO. NBCU has no  
19 adequate remedy at law and is being irreparably damaged by the aforesaid  
20 registration and pending applications.

21 151. In view of Defendants' fraud on the USPTO, Defendant JKM is not  
22 entitled to federal registration of the mark shown in Registration No. 5,235,217 and  
23 Application Serial Nos. 97-096,825 and 97-096,853 or to federal registration of the  
24 mark shown in Registration No. 5,222,658. The registrations should be cancelled,  
25 and the applications should be deemed abandoned as authorized under 15 U.S.C. §  
26 1119.

27 152. In addition, as alleged above, Defendants have blatantly used the  
28 registered DUNDER MIFFLIN and DILLON FOOTBALL marks in a manner

1 calculated to trade on NBCU's, *The Office's*, and *Friday Night Lights's* extensive  
2 goodwill, popularity, fame, reputation, and consumer base. They have deliberately  
3 used the DUNDER MIFFLIN and DILLON FOOTBALL marks to pass off their  
4 own goods as those of NBCU by using the mark in a manner that is substantially  
5 indistinguishable from the highly distinctive and unique font, stylization, and  
6 manner of presentation of Universal Television's DM MARKS and FNL MARKS.

7 153. As a result, Defendants' use of the DUNDER MIFFLIN mark is a  
8 misrepresentation of source plainly designed to create the false impression and cause  
9 consumers mistakenly to believe that NBCU is the source of goods sold under  
10 Defendants' registered DUNDER MIFFLIN and DILLON FOOTBALL marks, all  
11 in violation of 15 U.S.C. § 1064(3). For this separate and additional reason,  
12 Defendant JKM is not entitled to federal registration of the mark shown in  
13 Registration No. 5,235,217 and in Application Serial Nos. 97-096,825 and 97-  
14 096,853 or to federal registration of the mark shown in Registration No. 5,222,658.  
15 The registrations should be cancelled, and the applications should be deemed  
16 abandoned, as authorized under 15 U.S.C. § 1119.

17 **SIXTH CLAIM FOR RELIEF**

18 **COMMON LAW TRADEMARK INFRINGEMENT**

19 **(NBCU Media, Universal Television, and Universal Licensing against all**  
20 **Defendants)**

21 154. NBCU repeats, realleges, and incorporates herein by reference every  
22 allegation contained in paragraphs 1 through 92.

23 155. Universal Television owns all rights, title, and interest in and to the DM  
24 MARKS and the FNL MARKS as alleged herein, including all common law rights  
25 in such marks.

26 156. NBCU Media and Universal Licensing have used and exploited the DM  
27 MARKS and have a material, concrete, and real commercial interest in the DM  
28 MARKS and in protecting the DM MARKS from Defendants' infringement

1 157. NBCU Media and Universal Licensing have used and exploited the  
2 FNL MARKS and have a material, concrete, and real commercial interest in the FNL  
3 Marks and in protecting the FNL MARKS from Defendants' infringement.

4 158. Defendants' acts complained of herein constitute trademark  
5 infringement in violation of the common law of the State of California.

6 159. Defendants intend to continue their willfully infringing acts unless  
7 restrained by this Court.

8 160. Defendants' conduct has injured NBCU and will continue to cause  
9 irreparable injury to NBCU for which NBCU has no adequate remedy at law. In  
10 addition, Defendants are guilty of oppression, fraud, and malice. Accordingly,  
11 NBCU is entitled to an award of punitive and/or exemplary damages pursuant to  
12 California Civil Code § 3294(a).

13 **SEVENTH CLAIM FOR RELIEF**

14 **COMMON LAW UNFAIR COMPETITION (PASSING OFF)**

15 **(NBCU Media, Universal Television, and Universal Licensing against all**  
16 **Defendants)**

17 161. NBCU repeats, realleges, and incorporates herein by reference every  
18 allegation contained in paragraphs 1 through 92.

19 162. By virtue of the acts complained of herein, Defendants have  
20 intentionally caused a likelihood of confusion among consumers and the public and  
21 have unfairly competed with NBCU in violation of the common law of the State of  
22 California.

23 163. The purpose, tendency, and effect of Defendants' use of the DM  
24 MARKS and the FNL MARKS, in the manner alleged above, is to enable  
25 Defendants to deceive the public by passing off their products as being rendered,  
26 sponsored, approved, or otherwise associated with or licensed by NBCU, when in  
27 fact they are not.

1 164. Defendants' use of the DM MARKS and the FNL MARKS in  
2 merchandise offered for sale is likely to cause confusion, mistake, or deception as to  
3 the source or origin of Defendants' products. Said use constitutes infringement of  
4 NBCU rights with respect to the DM MARKS and the FNL MARKS.

5 165. Defendants' willful acts of unfair competition have caused injury and  
6 damage to NBCU in an amount to be determined at trial.

7 166. Defendants' willful acts of unfair competition constitute acts of fraud,  
8 oppression, and malice. Accordingly, NBCU is entitled to an award of punitive  
9 and/or exemplary damages pursuant to California Civil Code § 3294(a).

10 167. Defendants' acts complained of herein have caused, and will continue  
11 to cause, irreparable injury to NBCU's business, substantial loss of goodwill and  
12 reputation, and pecuniary damages to NBCU. Such irreparable injury will continue  
13 unless and until Defendants are preliminarily and permanently enjoined from further  
14 violation of NBCU's rights.

15 **EIGHTH CLAIM FOR RELIEF**

16 **CALIFORNIA STATUTORY UNFAIR COMPETITION**

17 **Cal. Business & Professions Code § 17200, *et seq.***

18 **(NBCU Media, Universal Television, and Universal Licensing against all**  
19 **Defendants)**

20 168. NBCU repeats, realleges, and incorporates herein by reference every  
21 allegation contained in paragraphs 1 through 92.

22 169. By virtue of the acts complained of herein, Defendants have  
23 intentionally caused a likelihood of confusion among the public and have unfairly  
24 competed in violation of California Business and Professions Code § 17200, *et seq.*

25 170. Defendants' aforementioned acts constitute unlawful business  
26 practices, which have injured or damaged NBCU including by causing a loss of  
27 money or property. Among other violations of law, Defendants' aforementioned  
28

1 acts constitute trademark infringement and false designation of origin under 15  
2 U.S.C. § 1125(a) and trademark dilution under 15 U.S.C. § 1125(c).

3 171. Defendants' acts complained of herein have caused, and will continue  
4 to cause, irreparable injury to NBCU's business, substantial loss of goodwill and  
5 reputation, and pecuniary damages to NBCU. Such irreparable injury will continue  
6 unless and until Defendants are preliminarily and permanently enjoined from further  
7 violation of NBCU's rights.

8 **NINTH CLAIM FOR RELIEF**

9 **CALIFORNIA STATUTORY TRADEMARK DILUTION**

10 **Cal. Business & Professions Code § 14247, et seq.**

11 **(Universal Television against all Defendants)**

12 172. NBCU repeats, realleges, and incorporates herein by reference every  
13 allegation contained in paragraphs 1 through 92.

14 173. By virtue of the enormous popularity and nationwide recognition of  
15 Universal Television's DM MARKS, and the massive advertising and promotion of  
16 *The Office*, Universal Television's DM MARKS are famous among consumers.

17 174. Defendants' use of these famous marks in commerce in connection  
18 with their businesses, products, and services has been for their own commercial gain.

19 175. Defendants' infringing use of these famous marks dilutes the distinctive  
20 quality of and tarnishes the public image of these marks and is likely to cause actual  
21 dilution of these marks, thereby impairing the marks' capability of identifying and  
22 distinguishing Universal Television's, its affiliates NBCU Media's and Universal  
23 Licensing's, or its licensees' goods and services including *The Office* television  
24 series and related merchandise.

25 176. Defendants' acts complained of herein were willful and deliberate and  
26 have caused damage to Universal Television in an amount to be determined at trial,  
27 and such damages will continue to increase unless and until Defendants are enjoined  
28 from their wrongful actions.

1 177. Defendants' willful and deliberate acts of trademark dilution have  
2 caused, and will continue to cause, irreparable injury, loss of goodwill and  
3 reputation, and pecuniary damages. Such irreparable injury will continue unless and  
4 until Defendants are preliminarily and permanently enjoined by this Court from  
5 further violation of Universal Television's rights.

6  
7 **PRAYER FOR RELIEF**

8 WHEREFORE, NBCU prays for judgment against Defendants as follows:

9 A. For a preliminary and permanent injunction prohibiting Defendants and  
10 each of their agents, servants, owners, shareholders, partners, employees, attorneys,  
11 assigns, and all others in privity or acting in concert with them from committing  
12 further acts of infringement or dilution, including:

- 13 1. Using any trademark, service mark, trade name or domain name  
14 that includes or is confusingly similar to the DM MARKS or  
15 FNL MARKS;
- 16 2. Using in any manner any trademark, service mark, trade name,  
17 domain name, trade dress, designs, colors, arrangements, or any  
18 combination thereof that imitates, resembles, or suggests or is  
19 otherwise confusingly similar to the DM MARKS or FNL  
20 MARKS;
- 21 3. Otherwise infringing or diluting NBCU's trademarks, service  
22 marks, trade names, or trade dress, unfairly competing with  
23 NBCU, or otherwise injuring NBCU's business reputation in any  
24 manner;
- 25 4. Using, registering, or reserving any domain name, Twitter name,  
26 Facebook page name or other similar domain, or social  
27 networking or media name or page that includes the DM  
28 MARKS or the FNL MARKS or is confusingly similar thereto;

1           B.     For an order that Defendants be directed to deliver up for destruction  
2 all merchandise, products, images, advertisements, signs, packages, publications,  
3 websites, social networking or media pages, and all other material in their possession  
4 or under their control that bear any of the DM MARKS or the FNL MARKS,  
5 pursuant to 15 U.S.C. § 1118.

6           C.     That the Court award NBCU compensatory damages in an amount  
7 according to proof, including without limitation actual damages for Defendants’  
8 violation of 15 U.S.C. §§ 1125(a) and 1125(c) pursuant to 15 U.S.C. § 1117(a), and  
9 award NBCU treble damages under 15 U.S.C. § 1117(a), and other exemplary and/or  
10 punitive damages to the extent permitted by law.

11           D.     That the Court award Defendants’ profits derived from their infringing  
12 use of the DM MARKS or the FNL MARKS, or any confusingly similar variation  
13 thereof, for Defendants’ violation of 15 U.S.C. §§ 1125(a) and 1125(c) pursuant to  
14 15 U.S.C. § 1117(a).

15           E.     For cancellation of JKM’s Registration No. 5,235,217 and Registration  
16 No. 5,222,658 pursuant to 15 U.S.C. § 1119.

17           F.     For an order that Application Serial Nos. 97-096,825 and 97-096,853  
18 be deemed abandoned pursuant to 15 U.S.C. § 1119.

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1 G. For costs of suit, attorneys' fees, prejudgment interest, and such other  
2 and further relief as the Court deems just and proper.

3  
4 Dated: October 5, 2022

JENNER & BLOCK LLP

5  
6  
7 By: /s/ Andrew J. Thomas

Andrew J. Thomas

8 Lauren M. Greene

9 Attorneys for Plaintiffs

10 NBCUniversal Media LLC, Universal

11 Television LLC, and Universal Studios

12 Licensing LLC  
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**JURY DEMAND**

Plaintiffs respectfully request a jury trial on all issues so triable.

Dated: October 5, 2022

JENNER & BLOCK LLP

By: /s/ Andrew J. Thomas

Andrew J. Thomas

Lauren M. Greene

Attorneys for Plaintiffs

NBCUniversal Media LLC, Universal  
Television LLC, and Universal Studios  
Licensing LLC