

COPY

JENNER & BLOCK LLP  
Andrew J. Thomas (SBN 159533)  
ajthomas@jenner.com  
David R. Singer (SBN 204699)  
dsinger@jenner.com  
Lisa J. Kohn (SBN 260236)  
lkohn@jenner.com  
633 West 5th Street, Suite 3600  
Los Angeles, CA 90071  
Telephone: (213) 239-5100  
Facsimile: (213) 239-5199

Attorneys for Plaintiffs  
Fifty Shades Limited and  
Universal City Studios LLC

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FIFTY SHADES LIMITED, a United  
Kingdom private company; and  
UNIVERSAL CITY STUDIOS LLC, a  
Delaware limited liability company,

Plaintiffs,

v.

SMASH PICTURES, INC., a  
California corporation; LUV MOVES,  
a business entity of unknown form;  
DANIEL QUINN, an individual;  
STUART WALL, an individual;  
JAMES LANE aka JIM POWERS, an  
individual; RIGHT ASCENSION,  
INC., d/b/a ADULT DVD EMPIRE, a  
Pennsylvania corporation; and DOES 1  
through 10, inclusive,

Defendants.

Case No. **CV12-10111-ABC**  
**COMPLAINT FOR:** (SMX)

[1] COPYRIGHT INFRINGEMENT  
[17 U.S.C. § 501]

[2] FALSE DESIGNATION OF  
ORIGIN [15 U.S.C. § 1125]

[3] FALSE ADVERTISING [15  
U.S.C. § 1125]

[4] TRADEMARK DILUTION [15  
U.S.C. § 1125]

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

[6] VIOLATION OF CAL. BUS. &  
PROF. CODE § 17500

[7] COMMON LAW UNFAIR  
COMPETITION

DEMAND FOR JURY TRIAL

2012 NOV 27 PM 2:27  
CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

FILED

1 Plaintiffs Fifty Shades Limited (“FSL”) and Universal City Studios LLC  
2 (“Universal”) (collectively, “Plaintiffs”) bring this action against defendants Smash  
3 Pictures, Inc. (“Smash Pictures”), Luv Moves, Daniel Quinn, Stuart Wall, James  
4 Lane aka Jim Powers, and Right Ascension, Inc., doing business as Adult DVD  
5 Empire (“Right Ascension”) (collectively, “Defendants”) for injunctive relief and  
6 damages and allege as follows:

### 7 NATURE OF THE ACTION

8 1. This action arises out of Defendants’ knowing and willful violation of  
9 Plaintiffs’ copyrights in E L James’s bestselling novels *Fifty Shades of Grey*, *Fifty*  
10 *Shades Darker*, and *Fifty Shades Freed* (the “Fifty Shades Trilogy”) by way of the  
11 production and distribution of adult films that take wholesale the dialogue,  
12 characters, and storyline from the Fifty Shades Trilogy, as well as Defendants’  
13 blatant trademark infringement and unfair competition in the marketing and sales  
14 of their infringing works.

15 2. FSL holds copyright and common law trademark rights in the wildly  
16 popular Fifty Shades Trilogy, and Universal is the owner of exclusive rights to  
17 produce and distribute motion pictures based on the Fifty Shades Trilogy. Global  
18 sales of the Fifty Shades Trilogy have exceeded 40 million copies since its release  
19 in 2011, with almost 20 million copies sold in the United States alone.

20 3. In a willful attempt to capitalize on the reputation and popularity of  
21 the Fifty Shades Trilogy, Defendants have produced and are selling and  
22 distributing an adult film titled *Fifty Shades of Grey: A XXX Adaptation* (the “First  
23 XXX Adaptation”) and are currently producing two additional infringing  
24 adaptations of *Fifty Shades Darker* and *Fifty Shades Freed* (collectively, the “XXX  
25 Adaptations”).

26 4. The DVD box for the First XXX Adaptation promotes the infringing  
27 work as “[b]ased upon” the Fifty Shades Trilogy and as “[putting] the kinky  
28 fantasies that you only imagined into vivid color.” According to a Smash Pictures

1 executive's interview with *L.A. Weekly*, the First XXX Adaptation is "very true to  
2 the book," with the script written "to be as close to the series as [director Jim  
3 Powers] can get." Due to the popularity of the Fifty Shades Trilogy, Smash  
4 Pictures expects that the First XXX Adaptation "just might be our biggest film to  
5 date."

6 5. By lifting exact dialogue, characters, events, story, and style from the  
7 Fifty Shades Trilogy, Smash Pictures ensured that the First XXX Adaptation was,  
8 in fact, as close as possible to the original works. Beginning with the First XXX  
9 Adaptation's opening scene and continuing throughout the next two and a half  
10 hours of the film, Smash Pictures copies without reservation from the unique  
11 expressive elements of the Fifty Shades Trilogy, progressing through the events of  
12 *Fifty Shades of Grey* and into the second book, *Fifty Shades Darker*. The First  
13 XXX Adaptation is not a parody, and it does not comment on, criticize, or ridicule  
14 the originals. It is a rip-off, plain and simple.

15 6. Defendant Smash Pictures further capitalized on the success of the  
16 Fifty Shades Trilogy by using the First XXX Adaptation to launch its new adult  
17 novelty company, Luv Moves. In approximately mid-October 2012, Luv Moves  
18 introduced its first product, "Fifty Shades of Pleasure: Play Kit & Movie," a  
19 package that includes a DVD copy of the First XXX Adaptation and various adult  
20 novelty items used in the Fifty Shades Trilogy and the First XXX Adaptation (the  
21 "Luv Moves Package"). The Luv Moves Package and the XXX Adaptations are  
22 collectively referred to as the "Infringing Works."

23 7. Defendants also are using without authorization FSL's FIFTY  
24 SHADES, FIFTY SHADES OF GREY, FIFTY SHADES DARKER, FIFTY  
25 SHADES FREED, CHRISTIAN GREY, and ANASTASIA STEELE trademarks  
26 (collectively, the "Fifty Shades Trademarks") in the advertising and sale of the  
27 Infringing Works in order to deceive the public and compete unfairly with  
28 Plaintiffs. The marketing efforts surrounding the Infringing Works attempt to

1 trade on the popularity and goodwill associated with the Fifty Shades Trilogy and  
2 attempt to divert potential customers away from the Fifty Shades Trilogy through  
3 the use of the Fifty Shades Trademarks in the titles of the Infringing Works and in  
4 associated promotional materials.

### 5 **JURISDICTION AND VENUE**

6 8. This is a civil action against Defendants for copyright infringement in  
7 violation of the Copyright Act, 17 U.S.C. §§ 106 and 501, for false designation of  
8 origin and false advertising in violation of Section 43(a) of the Lanham Act, 15  
9 U.S.C. § 1125(a), for trademark dilution in violation of Section 43(c) of the  
10 Lanham Act, 15 U.S.C. § 1125(c), and for violations of California statutory and  
11 common law.

12 9. This Court has subject matter jurisdiction over this matter pursuant to  
13 17 U.S.C. § 501(a), 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331 and 1338, in that it  
14 involves an action arising under the federal Copyright Act and the federal Lanham  
15 Act.

16 10. This Court has personal jurisdiction over Defendants because, among  
17 other things, they (i) reside in and/or are doing business in this State and District;  
18 (ii) have intentionally engaged in acts targeted at, and which have caused harm in,  
19 this State and District; (iii) have purported to enter into agreements with residents  
20 of this State and District; (iv) have purposefully availed themselves of the  
21 privileges and protections of conducting activities in this State and District; and  
22 (v) have committed the wrongful acts complained of herein in this State and  
23 District.

24 11. Venue is proper in this Judicial District pursuant to 28 U.S.C.  
25 §§ 1391(b) and (c) and 28 U.S.C. § 1400(a) because the claims arise in this  
26 District, and Defendants may be found in and/or conduct substantial business in  
27 this District, including the production, sale, marketing, and distribution of the  
28 Infringing Works.

## THE PARTIES

12. Plaintiff Fifty Shades Limited is a United Kingdom private company, with its principal place of business at 18 Clifden Road, Middlesex, United Kingdom. FSL is owned by author E L James, and holds the copyrights in Ms. James's bestselling novels *Fifty Shades of Grey*, *Fifty Shades Darker*, and *Fifty Shades Freed* and the trademarks FIFTY SHADES, FIFTY SHADES OF GREY, FIFTY SHADES DARKER, FIFTY SHADES FREED, CHRISTIAN GREY, and ANASTASIA STEELE.

13. Plaintiff Universal City Studios LLC is a Delaware limited liability company, with its principal place of business located at 100 Universal City Plaza, Universal City, California. Universal is an internationally-known motion picture studio, which produces and distributes motion pictures in the United States and around the world. Pursuant to an agreement with FSL, Universal owns exclusive motion picture rights with respect to the Fifty Shades Trilogy.

14. Plaintiffs are informed and believe, and on that basis allege, that defendant Smash Pictures, Inc. is a California corporation, with its principal place of business at 9619 Canoga Avenue, Chatsworth, California. Smash Pictures is in the business of producing and distributing adult films, including the XXX Adaptations.

15. Plaintiffs are informed and believe, and on that basis allege, that defendant Luv Moves is a business entity of unknown form and principal place of business. Luv Moves sells, markets, and distributes "adult novelties" and other sexually-related products packaged with adult films, including the Luv Moves Package, in California and elsewhere in the United States.

16. Plaintiffs are informed and believe, and on that basis allege, that defendant Daniel Quinn is a resident of Colchester, Connecticut. Daniel Quinn is the owner of Smash Pictures.

1           17. Plaintiffs are informed and believe, and on that basis allege, that  
2 defendant Stuart Wall is a resident of Sherman Oaks, California. Stuart Wall is the  
3 Vice President, Sales and Marketing, of Smash Pictures, and the producer of the  
4 XXX Adaptations.

5           18. Plaintiffs are informed and believe, and on that basis allege, that  
6 defendant James Lane aka Jim Powers is a resident of Northridge, California. Jim  
7 Powers is the writer and director of the XXX Adaptations.

8           19. Plaintiffs are informed and believe, and on that basis allege, that  
9 defendant Right Ascension, Inc., doing business as Adult DVD Empire, is a  
10 Pennsylvania corporation with its primary place of business at 2140 Woodland  
11 Road, Warrendale, Pennsylvania. Right Ascension is in the business of selling,  
12 marketing, and distributing adult films and other products, including the Infringing  
13 Works, throughout the United States, through the use of the website  
14 AdultDVDEmpire.com and other websites.

15           20. Plaintiffs are informed and believe, and on that basis allege, that Does  
16 1–10 are either entities or individuals who are residents of or present in this  
17 Judicial District, and are subject to the jurisdiction of the Court. Each fictitiously  
18 named defendant produced, manufactured, distributed, sold, and/or offered for sale  
19 the Infringing Works and is liable, jointly and severally, to Plaintiffs for the  
20 damages alleged herein. The identities of Does 1–10 are unknown to Plaintiffs at  
21 this time. The Complaint will be amended to include the names of such entities or  
22 individuals when identified. The named defendants and Does 1–10 are collectively  
23 referred to as “Defendants.”

#### 24                           **THE FIFTY SHADES TRILOGY**

25           21. E L James is a former TV executive, wife, and mother of two based in  
26 London. Her first novel, *Fifty Shades of Grey*, has achieved extraordinary success.  
27 It is the first book in a trilogy that follows the romantic and erotic relationship  
28 between Anastasia Steele, a naïve college graduate, and Christian Grey, a wealthy



1 but tormented entrepreneur. Anastasia first meets the handsome and intimidating  
2 business magnate when she interviews him for the school newspaper. Drawn to  
3 one another, Anastasia and Christian embark on a passionately physical love affair.  
4 The book contains explicitly erotic scenes featuring elements of bondage/  
5 discipline, dominance/submission, and sadism/masochism.

6 22. In *Fifty Shades Darker*, the second novel in the Fifty Shades Trilogy,  
7 Anastasia, daunted by Christian's singular tastes and dark secrets, breaks off their  
8 relationship to start a new career in publishing. But when Christian proposes a  
9 new arrangement, Anastasia cannot resist rekindling their sensual affair. As their  
10 relationship progresses, she learns more about her lover's harrowing past and his  
11 introduction to dominant/submissive relationships. While Christian wrestles with  
12 his inner demons, Anastasia must confront the anger and envy of his former  
13 partners.

14 23. In the final installment in the Fifty Shades Trilogy, *Fifty Shades*  
15 *Freed*, Christian and Anastasia become husband and wife. The newlyweds seem  
16 to have it all – love, passion, intimacy, wealth, and a world of possibilities for their  
17 future. But Anastasia struggles to share Christian's opulent lifestyle without  
18 sacrificing her own identity, while Christian continues to wrestle with the demons  
19 of his past. Just when it seems that they will overcome these obstacles, the drama  
20 escalates for Anastasia and Christian when the lives of members of their families  
21 are threatened.

22 24. *Fifty Shades of Grey*, *Fifty Shades Darker*, and *Fifty Shades Freed*  
23 were released as e-books and as print-on-demand paperbacks in Australia by The  
24 Writers' Coffee Shop, in May 2011, September 2011, and January 2012,  
25 respectively. Vintage Books, a division of Random House, released the Fifty  
26 Shades Trilogy in the United States in April 2012.

27 25. The Fifty Shades Trilogy has achieved unprecedented commercial  
28 success. Global sales of the Fifty Shades Trilogy have exceeded 40 million copies

1 since its release in 2011, with almost 20 million copies sold in the United States  
2 alone. The three books in the trilogy have occupied the top three spots on the *New*  
3 *York Times* Paperback Trade Fiction Bestseller List, and each book has held a  
4 place on both the Paperback Trade and e-Book Fiction lists for 31 weeks or more  
5 as of November 18, 2012. *Fifty Shades of Grey* was number one on USA Today's  
6 best-selling books list for 20 weeks in a row, breaking the previous record of 16  
7 weeks. It also is the United Kingdom's fastest-selling paperback book of all time.

8       26. The Fifty Shades Trilogy has become a cultural phenomenon. In  
9 March 2012, before Vintage Books released paperback editions of the Fifty Shades  
10 Trilogy to a mass audience, the *New York Times* reported that *Fifty Shades of Grey*  
11 "has electrified women across the country, who have spread the word like gospel  
12 on Facebook pages, at school functions and in spin classes." Five months later, in  
13 August 2012, *The Atlantic* marveled at "the breadth of its appeal to women and the  
14 speed with which it became a household name" and stated that the Trilogy shows  
15 how books "can ignite a cultural fervor so intense that tens of millions of people  
16 respond to join in a common experience in a relatively short time, as they do with  
17 movies or television." Examiner.com declared in October 2012, "It has become  
18 nearly impossible to go anywhere without hearing or seeing something about the  
19 wildly popular 'Fifty Shades of Grey' trilogy by E.L. James." *Books & Review*  
20 announced in August 2012, "It's official: 'Fifty Shades of Grey' has permeated  
21 every conceivable crack of human existence. But, then, you don't sell 32 million  
22 copies of a book without some sort of cultural shift happening."

23       27. FSL owns all rights, title, and interest in the books of the Fifty Shades  
24 Trilogy and the characters, dialogue, and storylines expressed therein, which  
25 substantially consist of original material owned by FSL and subject to protection  
26 under the Copyright Act. FSL is the owner of the federal copyright registrations  
27 for the three books of the Fifty Shades Trilogy: Certificate Nos. TX0007583125  
28 (*Fifty Shades of Grey*), TX0007583138 (*Fifty Shades Darker*), and TX0007583107



1 (*Fifty Shades Freed*). Pursuant to an agreement with FSL, Universal concluded its  
2 acquisition of exclusive motion picture rights to the Fifty Shades Trilogy in  
3 November 2012.

4 28. FSL has common law rights in the Fifty Shades Trademarks based on  
5 its continuous use of the Fifty Shades Trademarks in connection with the sale and  
6 distribution of the Fifty Shades Trilogy throughout the United States. Among  
7 other uses, FSL has licensed the use of the Fifty Shades Trademarks in connection  
8 with the musical compilation *Fifty Shades of Grey: The Classical Album*, as well  
9 as a collection of adult sex toys including handcuffs and other items similar to  
10 those distributed in defendants' Luv Moves Package. In addition to its rights under  
11 common law, FSL has applied to register with the United States Patent and  
12 Trademark Office the Fifty Shades Trademarks in various classes, including  
13 international class 41 for entertainment-related goods and services, including  
14 entertainment services and production of films; international class 9 for electrical  
15 and scientific apparatus, including DVDs and recorded films; and international class  
16 10 for adult sexual aids.

#### 17 **DEFENDANTS' INFRINGING WORKS**

18 29. Seeking to capitalize on the phenomenal success of the Fifty Shades  
19 Trilogy, Defendants have produced and are selling, throughout the United States  
20 and overseas, the First XXX Adaptation and the Luv Moves Package, and are  
21 currently producing two additional infringing XXX Adaptations.

22 30. The First XXX Adaptation is an unauthorized derivative of *Fifty*  
23 *Shades of Grey* and *Fifty Shades Darker*. Smash Pictures proclaimed on its  
24 website and the back cover of the DVD case, "Based upon the best selling series of  
25 books that has swept the world and coined the new term 'mommy porn,' FIFTY  
26 SHADES OF GREY, A XXX ADAPTATION puts the kinky fantasies that you  
27 only imagined into vivid color." The synopsis of the First XXX Adaptation that  
28 appears on the back of the DVD box and on the Smash Pictures and Right

1 Ascension websites highlights its substantial copying from the Fifty Shades  
2 Trilogy:

3 When an inexperienced college student, Anastasia Steele,  
4 meets an extremely wealthy and handsome young  
business tycoon, Christian Grey, a whirlwind romance  
5 encompassing the kinkiest of pleasures soon ensues.  
Christian, (Ryan Driller) takes the inexperienced virgin  
6 Anastasia, (Allie Haze) into a world BDSM role playing.  
Anastasia is completely swept up and scared as she has  
7 never experienced anything like this. She spent her last  
four years reading English literature while living  
8 vicariously through her outgoing roommate Kate (Alexis  
Ford). What made her charming prince like this? Was it  
9 the training in masochism he received at the hands of an  
older woman Mrs. Robinson (Julia Ann)? How many  
10 shades of the object of her love must she push through to  
find true love?

11 31. The central character of the XXX Adaptations is Anastasia Steele,  
12 identical in name, description, and characterization to the protagonist of the Fifty  
13 Shades Trilogy. In both the Fifty Shades Trilogy and the XXX Adaptations,  
14 Anastasia is a young, naïve woman who becomes romantically and erotically  
15 embroiled with a wealthy entrepreneur. Numerous character details are replicated  
16 in the First XXX Adaptation: Anastasia Steele is an English literature major, works  
17 at a hardware store, is a virgin at the outset of the story, lives with a roommate  
18 named Kate Kavanagh, and bites her lip in tense or uncomfortable moments.

19 32. The XXX Adaptations recount the progression of Anastasia's  
20 relationship with the wealthy but sexually damaged Christian Grey. Defendants'  
21 portrayal of Christian Grey in the First XXX Adaptation is substantially identical  
22 to the character of Christian Grey in the Fifty Shades Trilogy in every detail:  
23 Christian Grey is a highly successful businessman who employs over 40,000  
24 people, describes himself as an adherent of the principles of Andrew Carnegie, and  
25 is a self-professed "dominant" who seeks out control-based sexual relationships  
26 with women. In both the Fifty Shades Trilogy and the First XXX Adaptation,  
27 Christian's initial sexual courtship of Anastasia leads to more substantial feelings,  
28 culminating in an ultimate declaration of love.

33. The XXX Adaptations feature other characters identical to those in the Fifty Shades Trilogy. In addition to Anastasia Steele and Christian Grey, the First XXX Adaptation portrays Kate Kavanagh, Anastasia's roommate; Elena Lincoln (referred to in both works by the nickname "Mrs. Robinson"), an older woman who introduced Christian to dominant/submissive relationships when he was a teen; and Leila Williams, a former partner of Christian's who becomes jealous of Anastasia and threatens her with a gun. Smash Pictures has announced that the Second XXX Adaptation features actors playing the roles of Christian's younger adoptive sister Mia and Anastasia's boss Jack Hyde, among other characters in the Fifty Shades Trilogy.

34. Most of the dialogue in the First XXX Adaption is taken directly, and frequently in verbatim form, from the Fifty Shades Trilogy. To take just one example, the dialogue in the opening scene, in which Anastasia and Christian first meet, is nearly identical:

<u><i>Fifty Shades of Grey</i></u> (pp. 8 – 14)	<u>First XXX Adaptation</u>
"Um. Actually– . Ms. Kavanagh is indisposed, so she sent me. I hope you don't mind, Mr. Grey."	"Uh. Ms. Kavanagh is indisposed. She sent me."
"And you are?"	"And your name is?"
"Anastasia Steele. I'm studying English literature with Kate [. . . .]"	"Anastasia Steele. I'm an English literature major."
* * * * *	
"S-sorry. I'm not used to this."	"Sorry, I-I'm not used to this."
"Take all the time you need, Miss Steele."	"Take your time, Ms. Steele. Take all the time you need."
"Do you mind if I record your answers?"	"Do you mind if I record this?"

1	"After you've taken so much trouble to	"You ask me this now?"
2	set up the recorder, you ask me now?	
3	[. . .] No, I don't mind."	
4	"Did Kate, I mean, Ms. Kavanagh,	"Did Kate tell you what the interview
5	explain what the interview was for?"	was for?"
6	"Yes. To appear in the graduation issue	"She said it was for the graduation issue
7	of the student newspaper as I shall be	of the school newspaper, since I'm
8	conferring the degrees at this year's	conferring the degrees at the graduation
9	graduation ceremony."	ceremony."
10	"Good. I have some questions, Mr.	"Ok, good. I have some questions."
11	Grey."	
12	"I thought you might."	"I guessed you might. You are here to
13		interview me."
14	"You're very young to have amassed	"You're awful young to have built such
15	such an empire. To what do you owe	a huge empire. To what do you owe
16	your success?"	your success?"
17	"Business is all about people, Miss	"People, Ms. Steele. I'm an excellent
18	Steele, and I'm very good at judging	judge of people. You see, business is
19	people. I know how they tick, what	all about people. I know what makes a
20	makes them flourish, what doesn't,	person tick, what drives them, what
21	what inspires, and how to incentivize	helps them flourish, and what
22	them. I employ an exceptional team,	incentives to apply. I employ an
23	and I reward them well."	incredible team, and their rewards are
24		immense."
25	"My belief is to achieve success in any	"To succeed, one must become a master
26	scheme, one has to make oneself master	of that particular scheme, and know it
27	of that scheme, know it inside and out,	inside and out, every minute detail. I
28	know every detail. I work hard, very	work very hard to accomplish that. I
	hard to do that. I make decisions based	base my decision on fact and logic. I
	on logic and facts. I have a natural gut	also have a natural gut instinct that can
	instinct that can spot and nurture a good	spot a good idea or person. The bottom
	solid idea and good people. The bottom	line is, success comes down to having
	line is it's always down to good	good people on your team."
	people."	

1	"Maybe you're just lucky."	"Ever think you maybe you just got lucky?"
2		
3	"I don't subscribe to luck or chance,	"Luck does not enter into that equation.
4	Miss Steele. The harder I work the	Seems the harder I work the luckier I
5	more luck I seem to have. It really is	get. You do the math. You have the
6	all about having the right people on	right people on your team, success will
7	your team and directing their energies	come. Wasn't it Harvey Firestone that
8	accordingly. I think it was Harvey	said, "The growth and development of
9	Firestone who said, 'The growth and	people is the highest calling of
10	development of people is the highest	leadership.'"
11	calling of leadership.'"	
12	"You sound like a control freak."	"Sounds like you're a control freak."
13		
14	"Oh, I exercise control in all things,	"Oh, I was born to control things, Miss
15	Miss Steele. [. . .] Besides, immense	Steele. Immense power is acquired by
16	power is acquired by assuring yourself	exercising control in all things."
17	in your secret reveries that you were	
18	born to control things."	
19		
20	"Do you feel that you have immense	"Do you feel you have immense
21	power?"	power?"
22		
23	"I employ over forty thousand people,	"I have forty thousand employees. It
24	Miss Steele. That gives me a certain	gives me a certain level of
25	sense of responsibility – power, if you	responsibility – or power, if you like. If
26	will. If I were to decide I was no longer	I decided I wanted to get out of
27	interested in the telecommunications	telecommunications, twenty thousand
28	business and sell, twenty thousand	people would be struggling to make
	people would struggle to make their	their house payments."
	mortgage payments after a month or	
	so."	
	"Don't you have a board to answer to?"	"Don't you have a board of directors to
		answer to?"
	"I own my company. I don't have to	"I own the company, Miss Steele. I
	answer to a board."	don't have to answer to anybody."
	"And do you have any interests outside	"What do you like to do outside of
	your work?"	work?"



1	"I have varied interests, Miss Steele [. . .]	"I have various interests, some more
2	. . .] Very varied."	interesting than others.
3	* * * * *	
4	"I'm a very wealthy man, Miss Steele,	I'm very wealthy, so I have some
5	and I have expensive and absorbing	expensive and time-consuming
6	hobbies."	hobbies."
7	"You invest in manufacturing. Why,	"You've invested a substantial amount
8	specifically?"	in manufacturing. Why?"
9	"I like to build things. I like to know	"Because I like to build things. I want
10	how things work: what makes things	to know things work: what makes them
11	tick, how to construct and deconstruct.	tick, how to put them together and take
12	[. . .]"	them apart."
13	* * * * *	
14	"Do you have a philosophy? If so, what	"Do you have a philosophy you
15	is it?"	follow?"
16	"I don't have a philosophy as such.	"I have a guiding principle I follow.
17	Maybe a guiding principle –	Carnegie once said, 'A man who
18	Carnegie's: 'A man who acquires the	acquires the ability to take full
19	ability to take full possession of his	possession of his own mind, may take
20	own mind may take possession of	possession of anything else to which he
21	anything else to which he is justly	is justly entitled.' I take control – of
22	entitled.' I'm very singular, driven. I	myself and all those around me."
23	like control – of myself and those	
24	around me."	
25	"So you want to possess things?"	"You want to possess things?"
26	"I want to deserve to possess them, but	"To deserve to possess them, yes. Yes,
27	yes, bottom line, I do."	I do."
28	"You sound like the ultimate	"That kind of makes you the ultimate
	consumer."	consumer."
	"I am."	"That I am."

1		
2	* * * * *	
3	"Have you had to sacrifice family life for you work?"	"Have you sacrificed family life for your work?"
4		
5	"I have a family. I have a brother and a sister and two loving parents. I'm not interested in extending my family beyond that."	"I have a family. I have parents and a brother and sister. Going beyond that does not interest me."
6		
7		
8	"Are you gay, Mr. Grey?"	"Are you gay?"
9	"No, Anastasia, I'm not."	"No, Anastasia. I definitely am not."
10		
11	"I apologize. It's, um . . . written here."	"Um. Sorry, I mean – I apologize. It's just written here."
12		
13	"These aren't your own questions?"	"These are not your questions?"
14		
15	"Er . . . no. Kate – Miss Kavanagh – she compiled the questions."	"No, Kate – I mean Ms. Kavanagh – she wrote them."
16		
17	"Are you colleagues on the student paper?"	"Do you work with her on the school newspaper."
18		
19	"No. She's my roommate. [. . .] I was drafted. She's not well."	"No, I'm her roommate. She was sick, so she sent me. Um, I kind of just got drafted."
20		
21	"That explains a great deal."	"Hm. That explains a great deal."

35. Virtually all of the events portrayed in the First XXX Adaptation are copied directly from the Fifty Shades Trilogy, including but not limited to the following:

- a. As in *Fifty Shades of Grey*, the First XXX Adaptation begins with an interview of Christian for the college newspaper, with Anastasia filling in for her sick roommate. In both works,

Anastasia arrives slightly flustered and messy, falls to the floor, and encounters well-dressed Christian in a grey suit and tie.

- b. As in *Fifty Shades of Grey*, after the interview, Christian sends Anastasia a box of rare books, including a handwritten card with the following quotation from *Tess of the d'Urbervilles*:  
“Why didn’t you tell me there was danger? Why didn’t you warn me? Ladies know what to guard against, because they read novels that tell them of these tricks . . . .”
- c. As in *Fifty Shades of Grey*, Anastasia, while intoxicated at a bar, speaks with Christian on her cell phone and confronts him about this gift.
- d. As in *Fifty Shades of Grey*, Christian takes an inebriated Anastasia home and puts her to bed; when she wakes, there is a glass of orange juice and two aspirin on the bedside table. Christian later explains that he used cell phone tracking technology to locate Anastasia at the bar and chides her for drinking on an empty stomach.
- e. As in *Fifty Shades of Grey*, Christian shows Anastasia his “playroom,” stocked with whips, chains, and other items Christian uses in his dominant/submissive sexual activities. He allows her to inspect a “flogger,” and describes himself as a “dominant” who uses these instruments on willing submissive women.
- f. As in *Fifty Shades of Grey*, Christian presents Anastasia with a contract that would govern their dominant/submissive relationship, which includes regulations of dress code, exercise, and personal grooming. Anastasia gently protests and

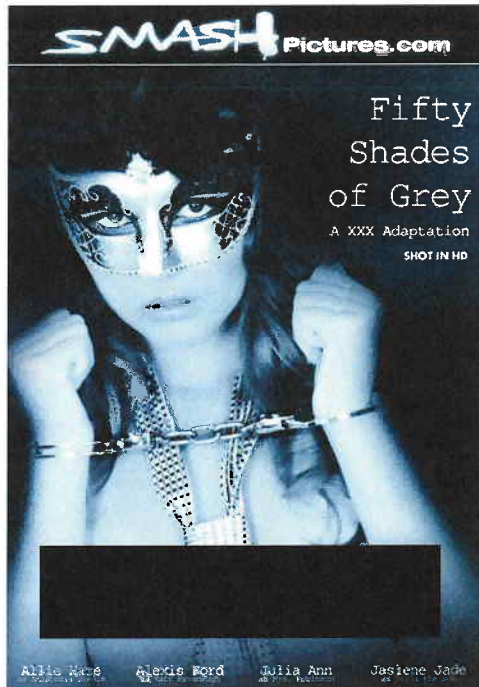
1 confesses she is a virgin. Christian responds with angry  
2 surprise.

- 3 g. Christian takes Anastasia's virginity in a fashion substantially  
4 similar to that described in *Fifty Shades of Grey*.
- 5 h. As in *Fifty Shades of Grey*, Christian and Anastasia bathe  
6 together in a white tub, after which Christian again asks  
7 Anastasia to agree to a dominant/submissive relationship with  
8 him. They have sex in the same manner described in *Fifty*  
9 *Shades of Grey*, with Christian binding Anastasia's hands using  
10 his signature silver-grey necktie.
- 11 i. As in *Fifty Shades of Grey*, in the XXX Adaptation Anastasia  
12 later emails Christian, telling him she is not willing to accept  
13 his rules and take the role of his submissive. In both works,  
14 Christian immediately goes to her apartment and tries to  
15 convince her to change her mind. They then proceed to have  
16 sex in the same manner described in *Fifty Shades of Grey*.
- 17 j. As in *Fifty Shades of Grey*, Christian and Anastasia at one point  
18 have sex while Anastasia is blindfolded and forced to listen to  
19 music through headphones.
- 20 k. As in *Fifty Shades Darker*, Christian and Anastasia attend a  
21 masquerade ball. At the ball, Elena Lincoln/"Mrs. Robinson"  
22 tells Anastasia about her history with Christian and Anastasia's  
23 "first dance" is auctioned for \$100,000.
- 24 l. As in *Fifty Shades Darker*, Leila Williams, a jilted ex-lover of  
25 Christian's, confronts Anastasia with a gun. In both works, the  
26 confrontation ends without violence and Leila is hospitalized.
- 27 m. As in *Fifty Shades Darker*, Christian declares his love and  
28 proposes marriage to Anastasia.

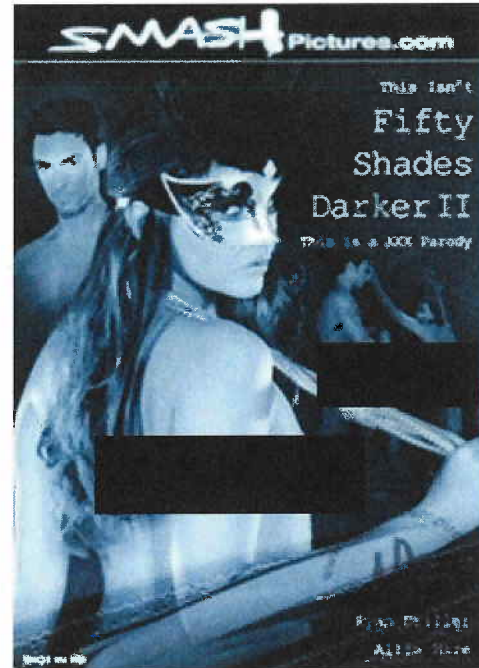
1           36.    The XXX Adaptations make no attempt to parody, comment on, or  
2 poke fun at the Fifty Shades Trilogy in any way. Defendants have freely admitted  
3 to the media that they have sought to replicate the Fifty Shades Trilogy as  
4 accurately as possible. Stuart Wall, Vice President of Smash Pictures, admitted in  
5 an interview with the *L.A. Weekly* newspaper that “we’re choosing to go with a  
6 XXX adaption which will stay very true to the book and its S&M-themed  
7 romance.” He also said that “the entire cast is reading the books as we speak, and  
8 director Jim Powers is writing the script to be as close to the series as he can get.”  
9 In Smash Pictures’ press release for the First XXX Adaptation, owner Daniel  
10 Quinn commented, “It’s a blend of book one and two of the trilogy. . . . Don’t  
11 intend to watch this like a run-of-the-mill porno, watch it like a mainstream movie  
12 that includes hardcore sex.” Jim Powers, the writer and director of the XXX  
13 Adaptations, told XBIZ, a new organization that covers the adult entertainment  
14 industry, “I stayed faithful to the core material.” Regarding the First XXX  
15 Adaptation, Powers stated, “I took the main elements of the first book . . . and  
16 utilized the most interesting character from the second: his insane ex-sub. Also the  
17 masquerade ball is from the second one, as well as the dance auction.”

18           37.    Defendants are marketing the Infringing Works by making prominent  
19 use of the Fifty Shades Trademarks in the titles of the Infringing Works, their  
20 packaging, and in advertisements and promotions:  
21  
22  
23  
24  
25  
26  
27  
28

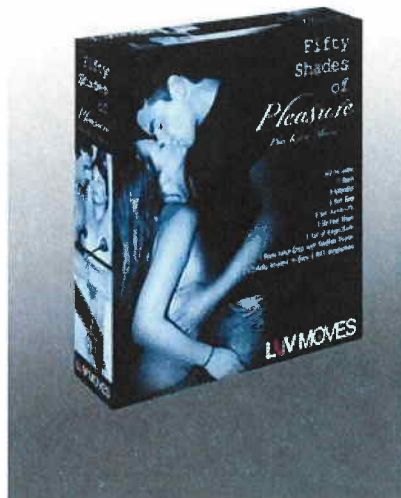




**The First XXX Adaptation**



**The Second XXX Adaptation**



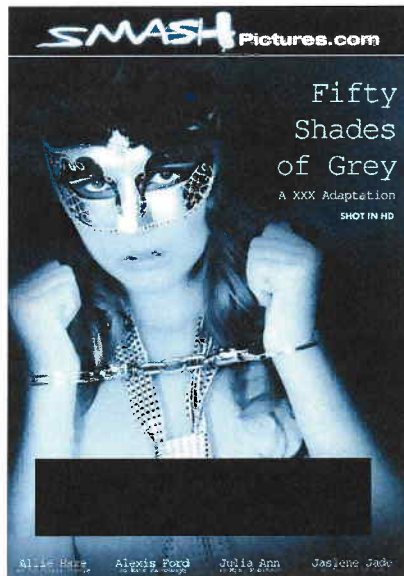
**Fifty Shades of Pleasure  
Play Kit & Movie**



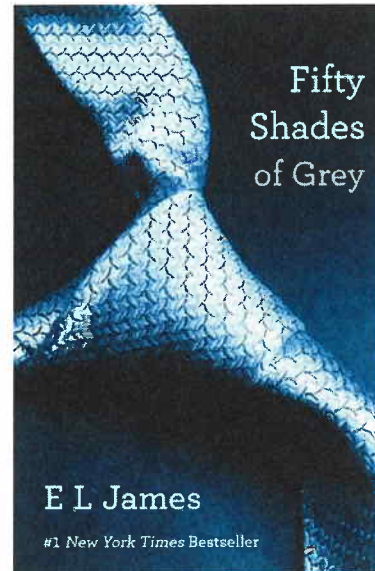
**Shelf Display for the  
First XXX Adaptation**

38. In addition to using the Fifty Shades Trademarks, Defendants adopted an almost identical typeface for the title in the upper right corner and used, in a confusingly similar fashion, the iconic images from the book covers of the Fifty Shades Trilogy in the packaging of the Infringing Works – the silver-grey necktie

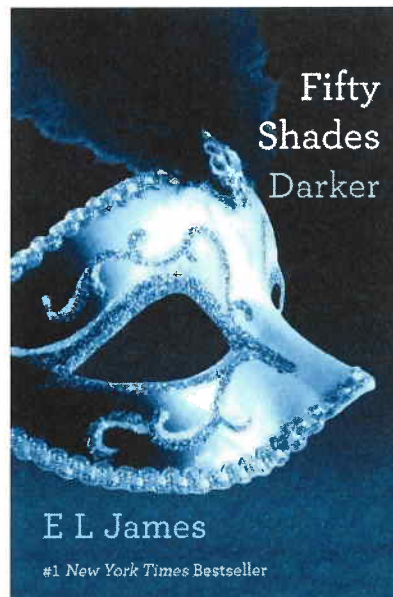
from the *Fifty Shades of Grey* cover, the feathered silver masque from the *Fifty Shades Darker* cover, and the handcuffs from the *Fifty Shades Freed* cover:



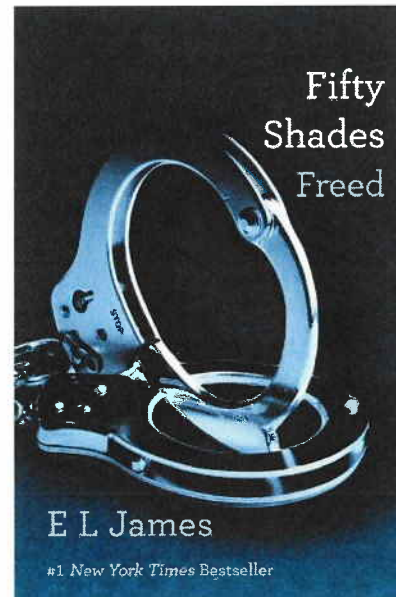
**Smash Pictures' First XXX Adaptation DVD Cover**



**FSL's *Fifty Shades of Grey* Book Cover**



**FSL's *Fifty Shades Darker* Book Cover**



**FSL's *Fifty Shades Freed* Book Cover**

39. By using the Fifty Shades Trademarks in packaging, advertising, and promoting the Infringing Works, Defendants are intentionally free-riding on the

1 Fifty Shades Trilogy's massive international popularity and confusing the public  
2 into believing that FSL is associated with the Infringing Works, whether through  
3 creation, sponsorship, or other affiliation.

4 **FIRST CLAIM FOR RELIEF**

5 **COPYRIGHT INFRINGEMENT – 17 U.S.C. § 106**

6 40. Plaintiffs repeat, reallege, and incorporate herein by reference every  
7 allegation contained in paragraphs 1 through 39.

8 41. FSL is the owner of the federal copyright registrations for the three  
9 books of the Fifty Shades Trilogy: Certificate Nos. TX0007583125 (*Fifty Shades*  
10 *of Grey*), TX0007583138 (*Fifty Shades Darker*), and TX0007583107 (*Fifty Shades*  
11 *Freed*). Pursuant to an agreement with FSL, Universal is the owner of exclusive  
12 motion picture rights to the Fifty Shades Trilogy.

13 42. By virtue of the acts complained of herein, Defendants have directly,  
14 vicariously, and/or contributorily infringed Plaintiffs' copyrights in the Fifty  
15 Shades Trilogy, and have caused or induced others to infringe Plaintiffs'  
16 copyrights, and unless enjoined will continue to infringe and cause others to  
17 infringe Plaintiffs' copyrights by reproducing, displaying, distributing, and  
18 utilizing for purposes of trade unauthorized derivative versions of the Fifty Shades  
19 Trilogy in violation of 17 U.S.C. §§ 106 and 501.

20 43. All of Defendants' acts of infringement alleged herein have been  
21 performed without the permission, license, or consent of Plaintiffs, and have been  
22 willful, intentional, and purposeful, in disregard of and indifferent to Plaintiffs'  
23 rights.

24 44. Upon information and belief, Defendants have received substantial  
25 benefits in connection with the unauthorized reproduction, display, distribution,  
26 and utilization for purposes of trade and promotion of derivative versions of the  
27 Fifty Shades Trilogy.



1           45. As a direct and proximate result of Defendants' infringement of  
2 Plaintiffs' exclusive rights under copyright law, Plaintiffs are entitled to actual  
3 damages as well as Defendants' profits pursuant to 17 U.S.C. § 504(b), or statutory  
4 damages in an amount up to \$150,000 per infringed work..

5           46. By virtue of the acts complained of herein, Defendants have caused,  
6 and are causing, substantial injury to Plaintiffs, which damage cannot be accurately  
7 computed, and unless this Court enjoins Defendants from further commission of  
8 said acts, Plaintiffs will suffer irreparable injury, for which there is no adequate  
9 remedy at law. Pursuant to 17 U.S.C. §§ 502 and 503, Plaintiffs are entitled to a  
10 preliminary and permanent injunction prohibiting further infringements of their  
11 copyrights and exclusive rights under these copyrights, as well as an order  
12 requiring the impoundment and destruction of copies of the Infringing Works in  
13 the possession, custody, or control of Defendants.

14                           **SECOND CLAIM FOR RELIEF**

15                           **FALSE DESIGNATION OF ORIGIN AND**

16                           **UNFAIR COMPETITION – 15 U.S.C. § 1125(a)(1)(A)**

17           47. Plaintiffs repeat, reallege, and incorporate herein by reference every  
18 allegation contained in paragraphs 1 through 46.

19           48. The Fifty Shades Trademarks are used in commerce, are non-  
20 functional, are distinctive, and have acquired secondary meaning in the  
21 marketplace.

22           49. As described above in detail, Defendants are using in commerce,  
23 without FSL's authorization or consent and in an explicitly misleading manner, the  
24 Fifty Shades Trademarks in connection with the advertisement, offering for sale,  
25 and/or sale of the Infringing Works in violation of 15 U.S.C. § 1125(a)(1)(A).

26           50. FSL is informed and believes, and on that basis alleges, that  
27 Defendants had actual knowledge of FSL's ownership and prior use of the Fifty  
28 Shades Trademarks prior to commencing the conduct complained of herein.

1           51. FSL is informed and believes, and on that basis alleges, that  
2 Defendants are engaging in the conduct complained of herein with the intent to  
3 compete unfairly against FSL, to trade upon FSL's reputation and goodwill by  
4 causing confusion and mistake among customers and the public, and to deceive the  
5 public into believing that the Infringing Works are associated with, sponsored by,  
6 or approved by FSL, when they are not.

7           52. As a result of the acts complained of herein, Defendants have created  
8 a likelihood of injury to FSL's business reputation and to the reputation and  
9 goodwill surrounding FSL's Fifty Shades Trilogy, and a strong likelihood of  
10 consumer confusion as to the source of origin or relationship of FSL's and  
11 Defendants' goods, and has otherwise competed unfairly with FSL.

12           53. Defendants' acts complained of herein were willful and deliberate and  
13 have caused damage to FSL 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           54. Defendants' willful and deliberate acts constituting false designation  
17 of origin have caused, and will continue to cause, irreparable injury to FSL's  
18 businesses, substantial loss of goodwill and reputation, and pecuniary damages to  
19 FSL and consequently have caused, and will continue to cause, a substantial  
20 impact on United States domestic and foreign commerce. Such irreparable injury  
21 will continue unless and until Defendants are preliminarily and permanently  
22 enjoined from further violation of FSL's rights, for which FSL has no adequate  
23 remedy at law.

24                           **THIRD CLAIM FOR RELIEF**

25                           **FALSE ADVERTISING – 15 U.S.C. § 1125(a)(1)(B)**

26           55. Plaintiffs repeat, reallege, and incorporate herein by reference every  
27 allegation contained in paragraphs 1 through 54.  
28



1           56. Defendants' actions described above and specifically, without  
2 limitation, Defendants' unauthorized use of the Fifty Shades Trademarks, and  
3 confusingly similar variations thereof, in commerce to advertise, market, and sell  
4 the Infringing Works and Defendants' express and/or implied representations that  
5 the sale of Infringing Works originated with or was endorsed or approved by FSL  
6 constitute unfair competition and false advertising in violation of 15 U.S.C.  
7 § 1125(a)(1)(B).

8           57. Consumers are likely to be misled and deceived into believing, based  
9 on Defendants' express and/or implied representations and conduct in connection  
10 with the advertisement, offering for sale, and/or sale of the Infringing Works, that  
11 the Infringing Works are associated with, sponsored by, or approved by FSL, when  
12 in fact they are not.

13           58. Defendants knew or should have known that their representations and  
14 conduct were false or likely to mislead.

15           59. Defendants' acts complained of herein were willful and deliberate and  
16 have caused damage to FSL in an amount to be determined at trial, and such  
17 damages will continue to increase unless and until Defendants are enjoined from  
18 their wrongful actions.

19           60. Defendants' willful and deliberate acts of false advertising have  
20 caused, and will continue to cause, irreparable injury to FSL's businesses,  
21 substantial loss of goodwill and reputation, and pecuniary damages to FSL. Such  
22 irreparable injury will continue unless and until Defendants are preliminarily and  
23 permanently enjoined from further violation of FSL's rights, for which FSL has no  
24 adequate remedy at law.

25                           **FOURTH CLAIM FOR RELIEF**

26                           **DILUTION OF FAMOUS MARK – 15 U.S.C. § 1125(c)**

27           61. Plaintiffs repeat, reallege, and incorporate herein by reference every  
28 allegation contained in paragraphs 1 through 60.

1           62. By virtue of the widespread use in commerce of the Fifty Shades  
2 Trademarks, in the United States and worldwide, for the purposes of advertising  
3 and publicity for the Fifty Shades Trilogy, and by virtue of the more than 40  
4 million worldwide sales of the Fifty Shades Trilogy, the Fifty Shades Trademarks  
5 have at all relevant times been famous within the meaning of 15 U.S.C.  
6 § 1125(c)(2)(A).

7           63. Defendants' unauthorized use of the Fifty Shades Trademarks in  
8 commerce to advertise, market, and sell the Infringing Works has diluted, and will  
9 continue to dilute, the distinctive quality of the Fifty Shades Trademarks by  
10 lessening their capacity to identify FSL's works, authorized derivative works, or  
11 other authorized products and by harming the reputation of the Fifty Shades  
12 Trademarks, in violation of 15 U.S.C. § 1125(a)(1)(B).

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

17           65. Defendants' willful and deliberate acts of trademark dilution have  
18 caused, and will continue to cause, irreparable injury to FSL's business, substantial  
19 loss of goodwill and reputation, and pecuniary damages to FSL. Such irreparable  
20 injury will continue unless and until Defendants are preliminarily and permanently  
21 enjoined from further violation of FSL's rights, for which FSL has no adequate  
22 remedy at law.

23                           **FIFTH CLAIM FOR RELIEF**

24                   **CALIFORNIA STATUTORY UNFAIR COMPETITION**

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

26           66. Plaintiffs repeat, reallege, and incorporate herein by reference every  
27 allegation contained in paragraphs 1 through 65.  
28

1           67. By using identical or confusingly similar variations of the Fifty  
2 Shades Trademarks, Defendants have willfully and without authorization  
3 appropriated the exclusive property of FSL. As such, Defendants have taken  
4 advantage of and usurped the investment and goodwill of FSL and have capitalized  
5 on the market created by FSL for the Fifty Shades Trilogy, any authorized  
6 derivative works, and other authorized products.

7           68. As a result of Defendants' exploitation of the Fifty Shades  
8 Trademarks, Defendants have been and will be able to pass off and sell the  
9 Infringing Works as substitutes for FSL's books, any authorized derivate works, or  
10 other authorized products.

11           69. By virtue of the acts complained of herein, Defendants have  
12 intentionally caused a likelihood of confusion among the public and have unfairly  
13 competed in violation of California Business & Professions Code Section 17200,  
14 *et. seq.*

15           70. Defendants' aforementioned acts constitute unlawful, unfair,  
16 malicious, or fraudulent business practices, which have damaged and irreparably  
17 injured FSL. Such irreparable injury will continue unless and until Defendants are  
18 preliminarily and permanently enjoined from further violation of FSL's rights, for  
19 which FSL has no adequate remedy at law.

20                                   **SIXTH CLAIM FOR RELIEF**

21                                   **CALIFORNIA STATUTORY FALSE ADVERTISING**

22                                   **Cal. Business & Professions Code § 17500, *et seq.***

23           71. Plaintiffs repeat, reallege, and incorporate herein by reference every  
24 allegation contained in paragraphs 1 through 70.

25           72. Defendants' actions described above and specifically, without  
26 limitation, their use of the Fifty Shades Trademarks in commerce to advertise,  
27 market, and sell the Infringing Works and their express and/or implied  
28 representations that the sale of the Infringing Works originated with or was

1 endorsed or approved by FSL constitutes false advertising in violation of  
2 California Business & Professions Code Section 17500, *et. seq.*

3 73. Consumers are likely to be misled and deceived into believing, based  
4 on Defendants' express and/or implied representations and conduct in connection  
5 with the advertisement, offering for sale, and/or sale of the Infringing Works, that  
6 the Infringing Works are associated with, sponsored by, or approved by FSL, when  
7 in fact they are not.

8 74. Defendants knew or should have known that their express and/or  
9 implied representations and conduct were false or likely to mislead.

10 75. Defendants' acts of false advertising have caused, and will continue to  
11 cause, irreparable injury, loss of reputation, and pecuniary damages. Such  
12 irreparable injury will continue unless and until Defendants are preliminarily and  
13 permanently enjoined by this Court from further violation of FSL's rights, for  
14 which FSL has no adequate remedy at law.

15 **SEVENTH CLAIM FOR RELIEF**

16 **CALIFORNIA COMMON LAW UNFAIR COMPETITION**

17 76. Plaintiffs repeat, reallege, and incorporate herein by reference every  
18 allegation contained in paragraphs 1 through 75.

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

22 78. Defendants' use of the Fifty Shades Trademarks in the manner alleged  
23 above constitutes a knowing and willful passing off of the Infringing Works as  
24 being rendered, sponsored, or otherwise approved by or connected with FSL, and  
25 the natural, probable tendency and effect of Defendants' actions is to deceive the  
26 consuming public.

27 79. Defendants' use of the Fifty Shades Trademarks in the manner alleged  
28 above constitutes the knowing and willful misappropriation of the goodwill,

1 reputation, and public recognition of the Fifty Shades Trademarks, as developed by  
2 FSL through the investment of significant time, skill, and effort. Defendants have  
3 appropriated the marks without consideration or consent, at no cost to themselves,  
4 and are unjustly reaping the benefit of the Fifty Shades Trademarks.

5 80. Defendants' willful acts of unfair competition constitute acts of fraud,  
6 oppression, and malice. Accordingly, FSL is entitled to punitive or exemplary  
7 damages pursuant to California Civil Code Section 3294(a).

8 81. Defendants' willful and deliberate acts of unfair competition have  
9 caused, and will continue to cause, irreparable injury to FSL's business, substantial  
10 loss of goodwill and reputation, and pecuniary damages to FSL. Such irreparable  
11 injury will continue unless and until Defendants are preliminarily and permanently  
12 enjoined from further violation of FSL's rights, for which FSL has no adequate  
13 remedy at law.

#### 14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

16 A. For entry of a preliminary and permanent injunction prohibiting  
17 Defendants and each of their agents, servants, owners, shareholders, partners,  
18 employees, attorneys, assigns, and all others in privity with or acting in concert  
19 with them from committing further infringing acts including:

20 (1) Reproducing, publishing, distributing, advertising, selling, or  
21 otherwise disseminating, electronically or otherwise, the Infringing Works;

22 (2) Using the Fifty Shades Trademarks in the advertising or sale of  
23 motion pictures, DVDs, video-on-demand, streaming video, adult novelty  
24 merchandise, or any related goods or services;

25 (3) Otherwise infringing Plaintiffs' trademarks, service marks, and  
26 trade names, unfairly competing with Plaintiffs, or otherwise injuring Plaintiffs'  
27 business reputation in any manner;  
28



1           B.     For an order that Defendants be directed to deliver up for destruction,  
2 pursuant to 17 U.S.C. § 503 and 15 U.S.C. § 1118:

3                 (1)     All copies, electronic or otherwise, of the Infringing Works in  
4 their possession, custody, or control;

5                 (2)     All DVDs, DVD covers, posters, trailers, advertisements,  
6 billboards, brochures, labels, signs, prints, packages, wrappers, publications,  
7 software and all other materials in Defendants' possession or under their control  
8 that use the Fifty Shades Trademarks, or any other reproduction, counterfeit, copy,  
9 or colorable imitation thereof, and all plates, molds, dies, matrices, patterns, and  
10 other means of making or duplicating the same.

11           C.     For an order that Defendants be directed to recall any copies,  
12 electronic or otherwise, of the Infringing Works that are already out of their  
13 possession and/or in circulation, and to take such steps as are necessary to ensure  
14 their return.

15           D.     For an order directing that Defendants engage in corrective  
16 advertising to disclaim any association between Plaintiffs and Defendants, to  
17 remedy the actual and potential customer confusion in the marketplace due to  
18 Defendants' unlawful acts, and to do so in a form, manner, and frequency that is  
19 acceptable to Plaintiffs and the Court.

20           E.     That the Court award Plaintiffs compensatory damages and lost  
21 profits in an amount according to proof, and award Plaintiffs exemplary or punitive  
22 damages to the extent permitted by law.

23           F.     That the Court award actual damages for copyright and trademark  
24 infringement pursuant to 17 U.S.C. §§ 504 and 505 and 15 U.S.C. § 1117(a),  
25 including at Plaintiffs' election statutory damages for copyright infringement  
26 pursuant to 17 U.S.C. § 504(c).

27           G.     For an order that Defendants account to and pay over to Plaintiffs all  
28 profits derived from the infringing use of Plaintiffs' copyrights and trademarks.

1 H. For an order from the Court that an asset freeze or constructive trust  
2 be imposed over all monies and profits in Defendants' possession which rightfully  
3 belong to Plaintiffs.

4 I. For costs of suit, attorneys' fees, prejudgment interest, and such other  
5 and further relief as the Court deems just and proper.

6 Dated: November 27, 2012

JENNER & BLOCK LLP

7  
8  
9 By

  
Andrew J. Thomas

10  
11 Attorneys for Plaintiffs  
12 Fifty Shades Limited and  
13 Universal City Studios LLC  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**JURY DEMAND**

Plaintiffs Fifty Shades Limited and Universal City Studios, LLC respectfully  
request a jury trial on all issues so triable.

Dated: November 27, 2012

JENNER & BLOCK LLP

By

  
Andrew J. Thomas

Attorneys for Plaintiffs  
Fifty Shades Limited and  
Universal City Studios LLC

JENNER & BLOCK LLP  
Andrew J. Thomas (SBN 159533)  
David R. Singer (SBN 204699)  
Lisa J. Kohn (SBN 260236)  
633 West 5th Street, Suite 3600  
Los Angeles, CA 90071

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FIFTY SHADES LIMITED, a United Kingdom  
private company; and UNIVERSAL CITY STUDIOS  
LLC, a Delaware limited liability company,

PLAINTIFF(S)

v.  
SMASH PICTURES, INC., a California corporation; LUV MOVES, a  
business entity of unknown form; DANIEL QUINN, an individual;  
STUART WALL, an individual; JAMES LANE aka JIM POWERS, an  
individual; RIGHT ASCENSION, INC., d/b/a ADULT DVD EMPIRE,  
a Pennsylvania corporation; and DOES 1 through 10, inclusive,  
DEFENDANT(S).

CASE NUMBER

CV12-10111-ABC (SHW)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐                      amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Andrew J. Thomas, whose address is 633 West 5th Street, Suite 3600, Los Angeles, CA 90071. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: November 27, 2012

By: Marilyn Dm

Deputy Clerk

(Seal of the Court)

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

JENNER & BLOCK LLP  
Andrew J. Thomas (SBN 159533)  
David R. Singer (SBN 204699)  
Lisa J. Kohn (SBN 260236)  
633 West 5th Street, Suite 3600  
Los Angeles, CA 90071

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FIFTY SHADES LIMITED, a United Kingdom  
private company; and UNIVERSAL CITY STUDIOS  
LLC, a Delaware limited liability company,

PLAINTIFF(S);

v.  
SMASH PICTURES, INC., a California corporation; LUV MOVES, a  
business entity of unknown form; DANIEL QUINN, an individual;  
STUART WALL, an individual; JAMES LANE aka JIM POWERS, an  
individual; RIGHT ASCENSION, INC., d/b/a ADULT DVD EMPIRE,  
a Pennsylvania corporation; and DOES 1 through 10, inclusive,  
DEFENDANT(S).

CASE NUMBER

CV 12-10111-ABC (S/H/x)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

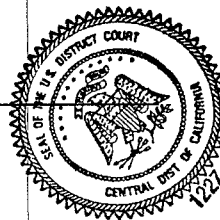
Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Andrew J. Thomas, whose address is 633 West 5th Street, Suite 3600, Los Angeles, CA 90071. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: November 27, 2012

By: MARILYN DAVIS  
Deputy Clerk

(Seal of the Court)



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



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

**I (a) PLAINTIFFS** (Check box if you are representing yourself ☐)

Fifty Shades Limited; Universal City Studios LLC

**DEFENDANTS**

Smash Pictures, Inc.; Luv Moves; Daniel Quinn; Stuart Wall; James Lane aka Jim Powers; Right Ascension, Inc., d/b/a/ Adult DVD Empire; and DOES 1 through 10, inclusive.

**(b) Attorneys** (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Jenner & Block LLP  
633 West 5th Street, Suite 3600, Los Angeles, CA 90071  
(213) 239-5100

**Attorneys (If Known)**

Andrew J. Thomas  
David R. Singer  
Lisa J. Kohn

**II. BASIS OF JURISDICTION** (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only**  
(Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION** under F.R.C.P. 23: ☐ Yes ☒ No

☒ **MONEY DEMANDED IN COMPLAINT: \$ TBD**

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
17 U.S.C. § 501 (Copyright Infringement); 15 U.S.C. § 1125 (False Designation of Origin; False Advertising; Trademark Dilution); Cal. Bus. & Prof. Code §§ 17200 and 17500.

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

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

**FOR OFFICE USE ONLY:** Case Number: \_\_\_\_\_

**CV12-10111**

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

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

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	United Kingdom

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	Connecticut Pennsylvania

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	United Kingdom

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved \_\_\_\_\_

X. SIGNATURE OF ATTORNEY (OR PRO PER): \_\_\_\_\_ Date November 27, 2012

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

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

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Audrey B. Collins and the assigned discovery Magistrate Judge is Stephen J. Hillman.

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

**CV12- 10111 ABC (SHx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs)*

Subsequent documents must be filed at the following location

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you