1 2	COOLEY GODWARD KRONISH LLP BENJAMIN CHAPMAN (California Bar No. 234436) 4401 Eastgate Mall			
3	San Diego, California 92121 Telephone: (858) 550-6000; Facsimile: (858) 550-6420 E-mail: bchapman@cooley.com			
5	COOLEY GODWARD KRONISH LLP			
6	PETER J. WILLSEY (<i>Pro Hac Vice pending</i>) NISHAN KOTTAHACHCHI (California Bar No. 221612) BRENDAN J. HUGHES (<i>Pro Hac Vice pending</i>) 777 6 th Street, NW			
7 8	Washington, D.C. 20001 Telephone:(202) 842-7800; Facsimile: (202) 842-7899 E-mail: pwillsey@cooley.com; nkottahachchi@cooley.com			
9	Attorneys for ROSETTA STONE LTD.			
10	LIMITED STATES DISTRICT COLIDT			
11	UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA			
12	WESTERN DIVISION			
13				
14	ROSETTA STONE LTD., a Virginia corporation,	Case No. COMPLAINT FOR:		
15	Plaintiff,	(1) TRADEMARK INFRINGEMENT		
16	V.	ÙŃDER 15 U.S.C. §§ 1114 AND 1125(a);		
17	ROCKET LANGUAGES LTD., a New Zealand registered company;	(2) TRÁDEMARK DILUTION UNDER 15 U.S.C. § 1125(a);		
18 19	LIBROS MEDIA LTD., a New Zealand registered company;	(3) UNFAIR COMPETITION AND FALSE ADVERTISING UNDER 15 U.S.C. § 1125(a);		
20	MATTHEW WEIDNER, an individual residing in South Carolina;	(4) UNFAIR COMPETITION AND FALSE ADVERTISING UNDER CAL.		
21	ISHMAEL LOPEZ, an individual residing in Illinois; and Does 1-10,	BUS. & PROF. CODE §§ 17200 and 17500, ET SEQ;		
22	Defendants.	(5) CÓNTRIBÚTORY TRADEMARK INFRINGEMENT: AND		
23		(6) VICARIOUS TRADEMARK INFRINGEMENT		
24				
25				
26	Plaintiff ROSETTA STONE LTD, complains and alleges against ROCKET			

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KRONISH LLP
ATTORNEYS AT LAW
WASHINGTON, D.C.28

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LANGUAGES LTD., a New Zealand registered company; LIBROS MEDIA LTD.,

a New Zealand registered company; Matthew Weidner, an individual residing in South Carolina; Ishmael Lopez, an individual residing in Illinois; and Does 1 - 10 (collectively, "Defendants") as follows.

PARTIES

- 1. Plaintiff Rosetta Stone Ltd. ("Plaintiff" or "Rosetta Stone") is a corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business at 1101 Wilson Boulevard, Suite 1130, Arlington, Virginia 22209.
- 2. On information and belief, Defendant Rocket Languages Ltd. ("Rocket Languages") is a corporation organized under the laws of New Zealand, with its principal place of business at P.O. Box 2831 Level 2-107 Cashel Street, Christchurch 8011, New Zealand. On information and belief, Rocket Languages maintains an office at 8721 Santa Monica Blvd. #1220, Los Angeles, California 90069, where it conducts its U.S. operations.
- On information and belief, Defendant Libros Media Ltd. ("Libros Media") is a registered company organized under the laws of New Zealand, with its principal place of business at P.O. Box 2831 Level 2-107 Cashel Street, Christchurch 8011, New Zealand. On information and belief, Libros Media maintains an office at 8721 Santa Monica Blvd. #1220, Los Angeles, California 90069, where it conducts its U.S. operations.
- 4. On information and belief, Defendant Matthew Weidner ("Weidner"), an individual residing at 168 Spring Street, Charleston, South Carolina 29403, owns and operates numerous websites including, but not limited to, http://www.spanishsoftwarereview.com those located at and http://www.topratedspanish.com.
- 5. On information and belief, Defendant Ishmael Lopez ("Lopez"), an individual residing at 2244 220th Street, Sauk Village, Illinois 60411, owns and

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operates numerous websites, including but not limited to, those located at http://www.gainspanish.com/rosetta-stone/, http://www.learnspanishreviewer.com, and http://www.learnspanishreviewer.com, and http://www.spanishscams.com/rosetta-stone/.

6. Plaintiff is presently unaware of the true names of the Defendants identified in the Complaint under the fictitious names Does 1-10. On information and belief, Does 1-10 are unlawfully and unfairly using, without authorization, Plaintiff's ROSETTA STONE® trademark, and confusingly similar variations thereof, in connection with websites and other forms of on-line advertising that promote, market, and sell Rocket Languages computer software. Plaintiff will amend its Complaint to identify the names of the Doe Defendants as they are discovered.

JURISDICTION AND VENUE

- 7. This action arises under the federal trademark statute (the "Lanham Act"), 15 U.S.C. § 1051 *et seq.*, and under the common law of the State of California. This Court has subject matter jurisdiction over the federal trademark, false advertising, and unfair competition claims pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1332, 1338, and 1367. The Court has subject matter jurisdiction over the related California state law claims pursuant to 28 U.S.C. §§ 1338 and 1367.
 - **8.** The amount in controversy between the parties exceeds \$75,000.
- 9. Plaintiff is informed and believes, and on that basis alleges, that this Court has personal jurisdiction over Defendants because they have extensive contacts with, and conduct business within, the State of California and this judicial district; Defendants have caused Rocket Languages software products to be advertised, promoted, and sold in this judicial district; the causes of action asserted in this Complaint arise out of Defendants' contacts with this judicial district; and because Defendants have caused tortious injury to Plaintiff in this judicial district.

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10. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) and (c) because Defendants have extensive contacts with, and conduct business within, the State of California and this judicial district; Defendants have caused Rocket Languages software products to be advertised, promoted, and sold in this judicial district; the causes of action asserted in this Complaint arise out of Defendants' contacts with this judicial district; and because Defendants have caused tortious injury to Plaintiff in this judicial district.

FACTUAL BACKGROUND

ROSETTA STONE'S Business and the ROSETTA STONE® Trademark

- 11. Plaintiff is a leading developer of computer software for teaching and learning foreign languages. Plaintiff's award-winning software products are enormously successful and are used by individuals, corporations, non-profits, government agencies, and schools across the United States and around the world.
- 12. Since at least as early as December of 1992, Plaintiff has continuously used the highly distinctive trademark ROSETTA STONE® to market and sell its computer software products throughout the United States and the world.
- 13. Plaintiff has devoted substantial time, effort, and resources to the development and extensive promotion of the ROSETTA STONE® mark and the products offered thereunder. As a result of Plaintiff's efforts, the public has come to recognize and rely upon the ROSETTA STONE mark as an indication of the high quality associated with Plaintiff's foreign language software products.
- 14. On September 9, 2003, the United States Patent & Trademark Office ("PTO") issued to Plaintiff, which at the time was named "Fairfield & Sons Ltd.", U.S. Trademark Registration No. 2,761,492 for the mark ROSETTA STONE in connection with "computer software for teaching foreign languages; computer software for learning foreign languages." A true and correct copy of this registration is attached as Exhibit A.

15. The ROSETTA STONE registration is in full force and effect on the PTO's Principal Register, and gives rise to presumptions in favor of Rosetta Stone with respect to validity, ownership, and exclusive rights to use the ROSETTA STONE mark throughout the United States.

- 16. In addition to its own advertising efforts, Plaintiff has been the subject of many unsolicited stories in national publications and television programs such as *The New York Times*, *Wall Street Journal*, *The Washington Post*, *Fortune*, *USA Today*, *Condé Nast Traveler*, *O Magazine*, *Today*, *and The Tonight Show* highlighting the quality and popularity of ROSETTA STONE foreign language software products. Plaintiff has also received numerous awards and recognitions, including "CODiE awards" from the Software and Information Industry Association for "Best Instructional Solution in Other Curriculum Areas" and "Best Corporate Learning Solution" in 2008, the education product of the year award from MacWorld in 2008, and a listing in *Inc. Magazine*'s "Fastest Growing Private Companies in America" in 2007.
- 17. As a result of Plaintiff's long-term and widespread use of the ROSETTA STONE mark in the United States via Internet, television, radio, and print advertising, and continuous and unsolicited media coverage, the ROSETTA STONE mark enjoys a high degree of consumer recognition and has become a famous mark.

Unauthorized Use of ROSETTA STONE® in Internet Advertising

18. On information and belief, Defendants Weidner, Lopez, and Does 1 – 10 (the "Affiliate Defendants") are members of an affiliate advertising program approved and funded by Defendants Rocket Languages and Libros Media. Members of the Rocket Languages affiliate program are encouraged to promote and sell Rocket Languages foreign language software products - which directly compete with Plaintiff's products - on websites that the affiliate members create and manage.

Cooley Godward 7 KRONISHLLP ATTORNEYS AT LAW Washington, D.C.28 Affiliate members garner a 75% commission from every Rocket Languages product sold through their websites. Rocket Languages and Libros Media pay the commission to affiliate members through a payment processor named ClickBank/Keynetics, Inc.

- **19.** On information and belief, the Affiliate Defendants work with Defendants Rocket Languages and Libros Media in marketing, promoting, and selling Rocket Languages software products.
- 20. In order to increase sales of Rocket Languages products, Defendants engage in a number of activities that infringe, dilute, and tarnish Plaintiff's ROSETTA STONE® trademark, and constitute false advertising and For example, Defendants purchase and use, without unfair competition. authorization, Plaintiff's ROSETTA STONE® trademark, or confusingly similar variations thereof, as a "keyword" in several Internet keyword advertising programs, including Google's AdWords program and Yahoo!'s Marketing Solutions program. As a result, when a consumer types in "ROSETTA STONE", or a similar variation such as "ROSETTA", "ROSETTA SPANISH", or "ROSETTA GERMAN", as a search term on the Google and Yahoo! Internet search engines, he is confronted with a list of advertisements from Defendants that either directly offer Rocket Languages products or purport to offer information and reviews of various foreign language software products. A true and correct copy of Google search results for the term "ROSETTA STONE" on April 8, 2008 and June 19, 2008 are attached as Exhibit B.
- 21. Defendants also routinely use Plaintiff's ROSETTA STONE trademark, and confusingly similar variations thereof, in the header and text of the resulting sponsored links that appear when one types in "ROSETTA STONE" or a variation thereof as a search term in an Internet search engine. Examples of "sponsored link" advertisements featuring ROSETTA SPANISH and ROSETTA

GERMAN, each a confusingly similar variation of the ROSETTA STONE trademark, are attached as Exhibit C. Consumers who click the links in such advertisements, in the hopes of purchasing ROSETTA STONE products, are taken to websites operated by Defendants that instead offer competing products from Rocket Languages.

- 22. In addition to running advertisements that confuse consumers regarding the source of software products available through linked websites, Defendants run advertisements that dilute and tarnish the ROSETTA STONE mark and the reputation of Plaintiff and its products. For example, the sponsored link advertisement for http://www.topratedspanish.com, owned by Defendant Weidner, states, "Rosetta Spanish A Scam?" in the header of the advertisement and "Read These Reviews Before Buying Rosetta Spanish!" in the text of the advertisement. The sponsored link advertisement for http://www.mylanguagereviews.com, owned by one of the Doe Defendants, states, "Is Rosetta Spanish a Scam?" in the header of the advertisement and "Don't Buy Rosetta Spanish Before You Read This" in the text of the advertisement. Examples of these advertisements are attached as Exhibit D. Such unauthorized uses of "Rosetta Spanish", a confusingly similar variation of the ROSETTA STONE mark, damage the goodwill associated with the ROSETTA STONE mark and the reputation of Plaintiff and its products.
- 23. The Affiliate Defendants employ yet another tactic designed to boost sales of Rocket Languages products. Specifically, the Affiliate Defendants use their websites to post "comparison reviews" of ROSETTA STONE products and other competing foreign language software products, including Rocket Languages products. These "comparison reviews" give the consumer the false impression that they are unbiased, and fail to disclose that the sources of the reviews are in fact paid by Defendants Rocket Languages and Libros Media to market Rocket Languages software. These reviews invariably rate Rocket

Languages products higher than ROSETTA STONE products and solicit the consumer to buy Rocket Languages products. A true and correct copy of the http://www.topratedspanish.com webpage is attached as Exhibit E. A true and correct copy of the http://www.mylanguagereviews.com webpage is attached as Exhibit F.

- 24. The websites owned and managed by the Affiliate Defendants also often portray false and misleading information about ROSETTA STONE products, which is intended to confuse consumers and persuade them to purchase competing Rocket Languages software instead of ROSETTA STONE software. For example, the websites at TopSpanishReviews.com and topratedspanish.com falsely claim that a free trial of ROSETTA STONE software is not being offered by Plaintiff; however, a free online demonstration of Plaintiff's software is available from the ROSETTA STONE website. A copy of the http://www.topspanishreviews.com webpage is attached as Exhibit G.
- 25. The websites at http://www.topratedspanish.com go even further to confuse consumers. Hyperlinks available on these websites purportedly direct consumers to the official ROSETTA STONE website. However, when a consumer clicks one of these hyperlinks, he is immediately directed to an advertisement for Rocket Languages products and is bombarded by solicitations to purchase the Rocket Languages products.
- 26. Defendants' unauthorized use of Plaintiff's ROSETTA STONE® mark, and confusingly similar variations thereof, as keywords and in the header and text of the resulting sponsored links, is likely to confuse, mislead, and deceive consumers as to the source of products available through the Defendants' websites. Moreover, the false statements and purported "comparison reviews" provided by the Affiliate Defendants are likely to mislead consumers as to the quality and characteristics of genuine ROSETTA STONE products.

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27. On information and belief, Defendants Rocket Languages and Libros Media know or should know that the Affiliate Defendants are engaging in all of the activities alleged in this Complaint, and that the activities of the Affiliate Defendants serve to confuse and lure potential ROSETTA STONE customers to websites used by Affiliate Defendants for the purpose of promoting and selling products from Rocket Languages.

- **28.** Plaintiff has not consented to, sponsored, endorsed, or approved of Defendants' use of the ROSETTA STONE® trademark or any variations thereof in connection with the manufacture, marketing, or sale of any products or services.
- 29. On information and belief, Defendants' actions are willful and reflect an intent to confuse consumers and profit from the goodwill and consumer recognition associated with Plaintiff's mark.
- 30. The Rocket Languages foreign language software products that Defendants are marketing and selling are offered through the same channels of distribution and to the same target customers as Plaintiff's ROSETTA STONE® foreign language software products.
- 31. Plaintiff sent demand letters to Defendants Rocket Languages and Libros Media on or about August 28, 2007 and April 8, 2008 informing them of Plaintiff's valuable trademark rights and demanding that they cease all use of the ROSETTA STONE trademark.
- 32. Plaintiff sent demand letters to Defendant Lopez on or about September 26, 2007 and April 8, 2008, and to Defendant Weidner on or about April 3, 2008 and April 8, 2008, informing them of Plaintiff's valuable trademark rights and demanding that they cease all use of the ROSETTA STONE trademark.
- As of the date of this Complaint, Defendants continue to use the ROSETTA STONE® trademark, and confusingly similar variations of the ROSETTA STONE trademark, without authorization. Defendants' failure to

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comply with Plaintiff's demands demonstrates a deliberate intent to continue wrongfully competing with Plaintiff and to willfully infringe Plaintiff's rights in the ROSETTA STONE® trademark.

FIRST CAUSE OF ACTION (Federal Trademark Infringement under 15 U.S.C. §§ 1114 and 1125(a) against all Defendants)

- **34.** Plaintiff realleges and incorporates herein the allegations contained in paragraphs 1- 33 of this Complaint.
- 35. The actions of Defendants described above and specifically, without limitation, their unauthorized use of the ROSETTA STONE® trademark, and confusingly similar variations thereof, in commerce to advertise, promote, market, and sell Rocket Languages foreign language software products throughout the United States including California, constitute trademark infringement in violation of 15 U.S.C. §§ 1114 and 1125(a).
- 36. The actions of Defendants, if not enjoined, will continue. Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial consisting of, among other things, diminution in the value of and goodwill associated with the ROSETTA STONE® mark, and injury to Plaintiff's business. Plaintiff is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116.
- 37. Pursuant to 15 U.S.C. § 1117, Plaintiff is entitled to recover damages in an amount to be determined at trial, profits made by Defendants on sales of Rocket Languages foreign language software products, and the costs of this action. Furthermore, Plaintiff is informed and believes, and on that basis alleges, that the actions of Defendants were undertaken willfully and with the intention of causing confusion, mistake, or deception, making this an exceptional case entitling Plaintiff to recover additional treble damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

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KRONISH LLP
ATTORNEYS AT LAW
WASHINGTON, D.C.28

SECOND CAUSE OF ACTION

(Federal Trademark Dilution under 15 U.S.C. §1125(c) against all Defendants)

- **38.** Plaintiff realleges and incorporates herein the allegations contained in paragraphs 1 37 of this Complaint.
- 39. The actions of Defendants described above and specifically, without limitation, their unauthorized use of the famous ROSETTA STONE® trademark, and confusingly similar variations thereof, in commerce to advertise, market, and sell Rocket Languages foreign language software products throughout the United States including California, are likely to cause dilution by blurring and tarnishment in violation of 15 U.S.C. § 1125(c).
- 40. The actions of Defendants, if not enjoined, will continue. Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial consisting of, among other things, diminution in the value of and goodwill associated with the ROSETTA STONE® mark, and injury to Plaintiff's business. Plaintiff is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116 and 15 U.S.C. 1125(c).
- 41. On information and belief, the actions of Defendants described above were and continue to be deliberate and willful. Plaintiff is therefore entitled to recover damages in an amount to be determined at trial, profits made by Defendants on sales of Rocket Languages foreign language software products, and the costs of this action pursuant to 15 U.S.C. § 1117.

THIRD CAUSE OF ACTION

(Federal Unfair Competition and False Advertising under 15 U.S.C. §1125(a) against all Defendants)

42. Plaintiff realleges and incorporates herein the allegations contained in paragraphs 1- 41 of this Complaint.

43. Defendants' actions described above and specifically, without limitation, Defendants' use of the ROSETTA STONE® trademark, and confusingly similar variations thereof, in commerce to advertise, market, and sell Rocket Languages foreign language software products throughout the United States including California; their use of misleading "comparison reviews"; their misrepresentations regarding Rosetta Stone's foreign language software products; and Defendants Rocket Languages and Libros Media's knowledge, participation, and inducement thereof, constitute unfair competition and false advertising in violation of 15 U.S.C. § 1125(a).

- **44.** Consumers are likely to be misled and deceived by Defendants' representations regarding Plaintiff's foreign language software products.
- **45.** Defendants knew or should have known that their statements were false or likely to mislead.
- 46. As an actual and proximate result of Defendants' willful and intentional actions, Plaintiff has suffered damages in an amount to be determined at trial, and unless Defendants are enjoined, Plaintiff will continue to suffer irreparable harm and damage to its business, reputation, and goodwill.
- 47. Pursuant to 15 U.S.C. § 1117, Plaintiff is entitled to damages for Defendants' Lanham Act violations, an accounting for profits made by Defendants on sales of Rocket Languages foreign language software products, as well as recovery of the costs of this action. Furthermore, Plaintiff is informed and believes, and on that basis alleges, that Defendants' conduct was undertaken willfully and with the intention of causing confusion, mistake or deception, making this an exceptional case entitling Plaintiff to recover additional damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

FOURTH CAUSE OF ACTION

(Statutory Unfair Competition and False Advertising under California Business and Professions Code §§ 17200 and 17500 et seq. against all Defendants)

- **48.** Plaintiff realleges and incorporates herein the allegations contained in paragraphs 1-47 of this Complaint.
- 49. Defendants' actions described above and specifically, without limitation, Defendants' use of the ROSETTA STONE® trademark, and confusingly similar variations thereof, in commerce to advertise, market, and sell Rocket Languages foreign language software products throughout the United States and California; their use of misleading "comparison reviews"; their misrepresentations regarding Plaintiff's foreign language software products; and Defendants Rocket Languages and Libros Media's knowledge, participation, and inducement thereof, constitute trademark infringement, false advertising, and unfair competition in violation of the laws of the State of California.
- 50. By these actions, Defendants have engaged in false advertising and unfair competition in violation of the statutory law of the state of California, Cal. Bus. & Prof. Code §§ 17200 and 17500, *et seq.*, and, as a result, Plaintiff has suffered and will continue to suffer damage to its business, reputation, and goodwill.
- 51. As a direct and proximate result of Defendants' willful and intentional actions, Plaintiff has suffered damages in an amount to be determined at trial and, unless Defendants are restrained, Plaintiff will continue to suffer irreparable damage.

FIFTH CAUSE OF ACTION

(Contributory Trademark Infringement against Rocket Languages and Libros Media)

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52. Plaintiff realleges and incorporates herein the allegations contained in paragraphs 1 - 51 of this Complaint.

- 53. The actions of Defendants Rocket Languages and Libros Media described above and specifically, without limitation, their knowledge, participation, and inducement of the unauthorized use of the ROSETTA STONE® trademark, and confusingly similar variations thereof, in commerce to advertise, market, and sell Rocket Languages foreign language software products throughout the United States and California, constitute contributory trademark infringement in violation of federal law and the common law of the State of California.
- 54. The actions of Defendants Rocket Languages and Libros Media, if not enjoined, will continue. Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial consisting of, among other things, diminution in the value of and goodwill associated with the ROSETTA STONE® mark, and injury to Plaintiff's business.
- 55. On information and belief, the actions of Defendants Rocket Languages and Libros Media described above were and continue to be deliberate and willful.

SIXTH CAUSE OF ACTION

(Vicarious Trademark Infringement against Rocket Languages and Libros Media)

- **56.** Plaintiffs reallege and incorporate herein the allegations contained in paragraphs 1- 55 of this Complaint.
- 57. The actions of Defendants Rocket Languages and Libros Media described above and specifically, without limitation, their knowledge, participation, and inducement of the unauthorized use of the ROSETTA STONE® trademark, and confusingly similar variations thereof, in commerce to advertise, market, and sell Rocket Languages foreign language software products throughout the United

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States and California, constitute vicarious trademark infringement in violation of federal law and the common law of the State of California. Defendants Rocket Languages and Libros Media each have the ability to control the actions of the Affiliate Defendants, fund the advertising activities of the Affiliate Defendants, and derive a direct financial benefit from the illegal acts of the Affiliate Defendants.

- 58. The actions of Defendants Rocket Languages and Libros Media, if not enjoined, will continue. Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial consisting of, among other things, diminution in the value of and goodwill associated with the ROSETTA STONE® mark, and injury to Plaintiff's business.
- **59.** On information and belief, the actions of Defendants Rocket Languages and Libros Media described above were and continue to be deliberate and willful.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter judgment against Defendants as follows:

- A. That Plaintiff be granted injunctive relief under 15 U.S.C. § 1051 *et seq.*; California Business and Professions Code §§ 17200 and 17500 *et seq.*; and federal law and California common law of contributory trademark infringement and vicarious trademark infringement; specifically, that Defendants and all of their respective officers, agents, servants, representatives, employees, attorneys, and all other persons acting in concert with them be enjoined from:
- 1. using the ROSETTA STONE® mark, or any mark confusingly similar to the ROSETTA STONE mark, in connection with the marketing,

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promotion, advertising, sale, or distribution of any foreign language software products or services;

- 2. directly or indirectly engaging in false advertising or promotions of Rocket Languages foreign language software products;
- 3. making or inducing others to make any false, misleading or deceptive statement of fact, or representation of fact in connection with the promotion, advertisement, packaging, display, sale, offering for sale, manufacture, production, circulation or distribution of Rocket Languages foreign language software products by making false representations regarding Plaintiff's foreign language software products;
- B. That Defendants file, within ten (10) days from entry of an injunction, a declaration with this Court signed under penalty of perjury certifying the manner in which Defendants have complied with the terms of the injunction;
- C. That Defendants be ordered to correct any erroneous impression persons may have derived concerning the nature, characteristics, or qualities of either Rocket Languages foreign language software products or Plaintiff's ROSETTA STONE® products, including without limitation:
- 1. the sending of a registered letter (with a copy to Plaintiff) to all internet search engines, including but not limited to, Google and Yahoo!, requesting that Defendants' keyword advertising and sponsored advertisements be removed from their search engines;
- 2. the placement of corrective advertising on Defendants' websites informing consumers of their prior misrepresentations regarding Plaintiff's software products;
- 3. the removal of all false and misleading "comparison reviews" of Plaintiff's product from Affiliate Defendant websites;

E. That Defendants be adjudged to have violated 15 U.S.C. § 1125(a) by unfairly competing against Plaintiff by using false, deceptive or misleading descriptions or representations of fact that misrepresent the nature, quality and characteristics of Plaintiff's foreign language software products;

- F. That Defendants be adjudged to unlawfully and unfairly compete against Plaintiff under the laws of the State of California, Cal. Bus. & Prof. Code § 17200, et seq.;
- G. That Defendants be adjudged to have competed unlawfully and unfairly against Plaintiff by engaging in false or misleading advertising under the laws of the State of California, Cal. Bus. & Prof. Code § 17500, et seq.;
- I. That Plaintiff be awarded damages pursuant to 15 U.S.C. § 1117(a), sufficient to compensate it for the damage caused by Defendants' false and misleading statements;
- J. That Plaintiff be awarded Defendants' profits derived by reason of said acts, or as determined by said accounting;
- K. That such damages and profits be trebled and awarded to Plaintiff and that it be awarded its costs, attorneys' fees and expenses in this suit under 15 U.S.C. § 1117, as a result of Defendants' willful, intentional, and deliberate acts in violation of the Lanham Act;
- L. That Plaintiff be awarded damages in an amount sufficient to compensate it for the damage caused by Defendants' unfair competition and false advertising under California Business and Professions Code §§ 17200 and 17500 *et seq.* and contributory trademark infringement and vicarious trademark infringement under federal law and California common law;
 - M. That Plaintiff be granted prejudgment and post judgment interest;
- N. That Plaintiff be granted costs associated with the prosecution of this action; and

1	O. That Plaintiff be granted such further relief as the Court may deem		
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4	Dated: July 2, 2008	COOLEY GODWARD KRONISH LLP	
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6	5	Peter J. Willsey (<i>Pro Hac Vice pending</i>) Nishan Kottabachchi (CA Bar No. 221612)	
7 8		Peter J. Willsey (<i>Pro Hac Vice pending</i>) Nishan Kottahachchi (CA Bar No. 221612) Brendan J. Hughes (<i>Pro Hac Vice pending</i>) Benjamin Chapman (CA Bar No. 234436)	
9		Attorneys for Plaintiff ROSETTA STONE LTD.	
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