

1 FAYER GIPSON LLP
2 Gregory A. Fayer (State Bar. No. 232303)
3 GFayer@fayergipson.com
4 Elliot B. Gipson (State Bar. No. 234020)
5 EGipson@fayergipson.com
6 Minh Z. Kuo (State Bar No. 287489)
7 MKuo@fayergipson.com
8 2029 Century Park East, 34th Floor
9 Los Angeles, California 90067
10 Telephone: 310.557.3558
11 Facsimile: 310.557.3589

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Attorneys for Plaintiff
CYBERSitter, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

CYBERSitter, LLC, a California limited liability company,

Plaintiff,

v.

Google Inc., a Delaware corporation;
ContentWatch, Inc., a Utah corporation,
d/b/a Net Nanny; and DOES 1-10, inclusive,

Defendants.

CASE NO. **CV 12-5293** -PSWL
(ASWLK)

COMPLAINT FOR:

1. DIRECT AND CONTRIBUTORY TRADEMARK INFRINGEMENT (15 U.S.C. § 1125(A))
 2. DIRECT AND CONTRIBUTORY TRADEMARK INFRINGEMENT (CAL. BUS. & PROF. CODE § 14200 ET SEQ.)
 3. FALSE ADVERTISING (15 U.S.C. § 1125(A))
 4. FALSE ADVERTISING (CAL. BUS. & PROF. CODE § 17500)
 5. UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200)
 6. UNJUST ENRICHMENT
- DEMAND FOR JURY TRIAL

FAYER GIPSON LLP

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1 Plaintiff CYBERSitter, LLC (“CYBERSitter” or “Plaintiff”) alleges, on
2 information and belief, as follows:

3 **NATURE OF THE ACTION**

4 1. This is an action for trademark infringement, false advertising, unfair
5 competition and unjust enrichment against defendants Google Inc. (“Google”) and
6 ContentWatch, Inc. d/b/a Net Nanny (“CWI” or “Net Nanny/CWI”) (collectively,
7 “Defendants”).

8 2. The claims herein stem from Defendants’ unauthorized misappropriation
9 of Plaintiff’s “CYBERSITTER” trademark, and the false and misleading use of that
10 mark in paid advertisements for Plaintiff’s competitors’ products, including as part of
11 Google’s AdWords advertising platform. The Defendants named herein intentionally
12 and wrongfully used a bait and switch strategy to confuse consumers into purchasing a
13 competing product, namely, by using the CYBERSITTER trademark in false
14 advertising to attract consumers, then selling the consumers the Net Nanny/CWI
15 product once they had been wrongfully misdirected to defendant’s website. Through
16 this misappropriation, defendant Net Nanny/CWI has attempted to capitalize on and
17 siphon off the goodwill associated with Plaintiff’s CYBERSitter product. Defendant
18 Google has willfully participated in, facilitated and encouraged these acts for its own
19 financial gain. This action seeks to put an end to Defendants’ illegal conduct, to
20 recompense Plaintiff for the damages it has suffered, and to restore the profits that
21 Defendants have gained through their false and deceptive advertising practices.

22 **JURISDICTION AND VENUE**

23 3. This Court has subject matter jurisdiction over this action pursuant to 15
24 U.S.C. § 1121(a) and 28 U.S.C. §§ 1331, 1338 and 1367.

25 4. This Court has personal jurisdiction over Defendants because Defendants
26 conduct business in this District, Defendants have taken unlawful actions that have
27 caused injury to Plaintiff in this District, and defendant Google is a citizen of the State
28 of California.

1 principal place of business in San Francisco, California.

2 10. The true names and capacities, whether individual, corporate, associate or
3 otherwise, of Defendants sued herein as DOES 1-10, inclusive, are unknown at the
4 present time and Plaintiff therefore sues said DOES and each of them by such
5 fictitious names. If necessary, Plaintiff will seek leave of court to amend this
6 complaint to allege their true names and capacities when they are ascertained.

7 11. Unless otherwise indicated herein, on information and belief, each of
8 DOES 1-10, inclusive, participated in the activities described herein and rendered
9 material assistance to the other Defendants in the actions alleged herein, conspired and
10 agreed with and aided and abetted one or more of the other Defendants and at all
11 relevant times each of the Defendants was the principal or agent, partner, independent
12 contractor, loan-out company, servant and/or employee of at least one other of the
13 other Defendants and all of the acts performed by them or omissions alleged herein
14 were made in the course and scope of their employment, agency, partnership or other
15 such relationship and with knowledge, consent, approval and/or ratification of the
16 principals and each of them. Unless otherwise indicated herein, each of the parties
17 herein named as DOES 1-10 are responsible in some manner or fashion and is liable
18 and responsible on the facts alleged herein for all the relief sought.

19 **GENERAL ALLEGATIONS**

20 **The CYBERSitter Software and the "CYBERSITTER" Mark**

21 12. CYBERSitter is a family-owned software company based in Santa
22 Barbara, California. CYBERSitter markets and sells various software products,
23 including an Internet content filtering software program known as "CYBERSitter."
24 The CYBERSitter program, which was created by CYBERSitter's principal, Brian
25 Milburn, was designed to help parents protect their children from viewing
26 inappropriate pornographic and violent content on the Internet.

27 13. The CYBERSitter program was first introduced to the public in 1995. It
28

1 was the first Internet content filtering program to be marketed and sold to the public.
2 Since its introduction in 1995, the CYBERSitter program has been continuously
3 marketed and sold to the public by CYBERSitter.

4 14. When the CYBERSitter program was first introduced, the program was
5 initially sold to consumers in a CD form. Over time, however, CYBERSitter
6 transitioned from physical sales model to an Internet download model. As of today,
7 CYBERSitter no longer sells physical copies of the CYBERSitter program. The
8 product is now sold by CYBERSitter exclusively on its website,
9 www.CYBERSitter.com, at a cost of \$39.95 per copy.

10 15. As a result of CYBERSitter's marketing and sales efforts over the past 17
11 years, CYBERSitter has become one of the most recognizable names in Internet
12 content filtering, perhaps the most recognizable. It is used by parents, schools and
13 businesses around the globe. CYBERSitter now boasts over two million active
14 CYBERSitter users worldwide. The CYBERSitter program has won numerous
15 awards, including winning *PC Magazine's* prestigious Editor's Choice Award five
16 times.

17 16. As a result, the "CYBERSITTER" mark has come to be well-known
18 amongst consumers throughout the United States and throughout the world.
19 CYBERSitter is the owner of trademark rights in the CYBERSITTER mark.
20 Defendants, at all relevant times, have had actual and constructive knowledge that the
21 CYBERSITTER mark is a trademark developed, used and owned by CYBERSitter.
22 Indeed, Defendants' actions alleged herein were intentionally designed to trade upon
23 the goodwill associated with the CYBERSITTER mark.

24 The Google "AdWords" Advertising Platform and Policies

25 17. Google is one of the world's leading Internet search engines. Google's
26 search engine operates by providing users who enter certain "keywords" with a
27 catalogue of web pages and links responsive to their keyword search.

28 18. Google's primary source of revenue comes from paid advertisements that

1 Google displays on its search engine, as well as on other websites for which Google
2 provides sponsored ads. In response to Google keyword searches, Google displays
3 paid advertising results called “sponsored links” in conjunction with the other search
4 results. The Google “sponsored links” appear both at both the top and bottom of the
5 search results for a given keyword search.

6 19. The paid ads are displayed in a format virtually identical to that of the
7 non-paid results – they are displayed with a webpage caption highlighted in blue,
8 followed by a URL address highlighted in green, followed by a description of content
9 from the site, which (for some entries only) is followed by a beige arrow pointing to
10 other potentially related links. The only apparent distinction between the paid ads and
11 the natural search results is that the paid ads are highlighted in yellow and there is a
12 small banner above them indicating that the sponsored links are “Ads” related to the
13 keyword search.

14 20. In or about 2000, Google launched a paid advertising program know as
15 the “AdWords” program. The AdWords program allows sponsors to purchase certain
16 keywords that will trigger the sponsor’s advertisement whenever a user conducts
17 searches using the keywords.

18 21. Until 2004, Google’s internal trademark policies forbade the use of any
19 trademark not owned by the sponsor as a sponsor’s keyword. The policies also
20 forbade the use of trademarks not owned by a sponsor in the context of the sponsor’s
21 advertisement itself.

22 22. In or about 2004, however, Google changed its internal trademark
23 policies to permit the use of third-party trademarks as keywords, even in cases in
24 which the mark’s owner objected to the use. This change was based in part upon
25 Google’s internal studies that showed that its advertising revenues would increase if it
26 permitted broader use of third-party marks, although the studies also noted that
27 permitting the use of third-party marks would increase the likelihood of trademark
28 infringement claims by third parties. Google nevertheless maintained its prohibition

1 on the use of third-party trademarks in a sponsor's advertisement itself.

2 23. In or about 2009, however, Google once again reevaluated and changed
3 its internal trademark use policies. This time Google decided to permit the use of
4 third-party trademarks even in the context of a sponsor's advertisement itself, even
5 over the objections of the trademark owner. This change was also based upon
6 Google's own internal studies that showed that allowing broader use of third-party
7 trademarks would increase Google's profits, while also noting that permitting the use
8 of third-party marks in advertising would increase the likelihood of trademark
9 infringement claims by third parties. By effecting this change in policy, Google took
10 a calculated risk of permitting and facilitating potential trademark infringement in
11 order to increase its profits.

12 24. Today, Google's AdWords program permits third-party trademarks to be
13 "auctioned" off to the highest bidder for use in Google's paid advertising program,
14 even over the objections of the trademark owner. Google's advertisers bid
15 competitively to jockey for the highest page placement when Google users search for
16 a competitor's trademarks. Google itself suggests trademarks and other keywords to
17 its advertisers to use as triggers for the paid ads. The highest bidders then pay Google
18 on a "cost-per-click" basis, whereby Google receives a fee whenever a Google user
19 clicks on the sponsored link. Google thus has a financial incentive to entice its users
20 to click on the sponsored links rather than on the ordinary search results, from which
21 Google gets nothing.

22 25. While Google's policies now permit and encourage the use of third-party
23 marks both as keywords and in the paid advertisements themselves, Google's policies
24 nevertheless limit the use of third-party trademarks in paid advertisements to
25 situations in which the sponsor (a) is a reseller of the trademarked product or service,
26 (b) makes component parts of the trademarked product or service, (c) offers
27 compatible parts for the trademarked product or service, or (d) provides information
28 or reviews about the trademarked product or service. Pursuant to these policies,

1 Google has taken steps to ensure compliance with these limitations on the use of third
2 party marks, including, but not limited to, using automated search devices and/or
3 human searches to ensure that any sponsored link that advertises a product for sale
4 actually sells that product on the site to which the Google ad is directed.

5 The False Ads Displayed as Part of the Google AdWords Program

6 26. In the years after CYBERSitter was introduced to the public, several other
7 commercial content-filtering programs entered the market. Among these was a
8 program developed and marketed by defendant CWI's predecessors in interest. The
9 program, called "Net Nanny," was first introduced to the public in the mid-1990's.
10 Over the years, the makers of Net Nanny became one of CYBERSitter's primary
11 competitors.

12 27. Earlier this year, CYBERSitter's president, Brian Milburn, learned that
13 Google and CWI, as part of Google's AdWords platform, were running paid
14 advertisements for the Net Nanny program that incorporate and utilize the
15 CYBERSITTER trademark (the "False Ads"). Upon investigation, the False Ads
16 were displayed by Google whenever a user would search for the term
17 "CYBERSITTER" or similar terms on the Google search engine. Each of the False
18 Ads made false, misleading, confusing and unauthorized use of the CYBERSitter
19 mark. The False Ads were often displayed as the first result in a user's search for the
20 term "CYBERSITTER," as well as in similar and related searches incorporating the
21 term. Plaintiff is further informed and believes that a disproportionate percentage of
22 Google users click on the first result in a user search. CYBERSitter at no time
23 authorized either Google or Net Nanny or any other party to use the CYBERSitter
24 mark in connection with the False Ads.

25 28. As but one example, one of the False Ads bears the caption
26 "CYBERSitter | Net Nanny.com." The text of this False Ad urges prospective
27 consumers to: "Protect your child with #1 rated CYBERSitter software. Just \$29.99!"
28 Similar False Ads target Mac users with the caption, "Mac CYBERSitter | Net

1 Nanny.com,” and similar text stating: “Protect your child with #1 rated Mac
2 CYBERSitter software. Save 25%!” There are several False Ads containing similar
3 text and format. Plaintiff is informed and believes that defendant CWI owns and
4 controls the NetNanny.com website.

5 29. The False Ads make verifiably false statements on their face. On
6 reasonable investigation, the CYBERSitter program has never been offered for sale on
7 the NetNanny.com website. CYBERSitter has never given permission or
8 authorization to any party to sell the CYBERSitter program on the NetNanny.com
9 website. Moreover, upon reasonable investigation, the Net Nanny website does not
10 sell any product at a price of \$29.99. The False Ads thus violate Google’s own
11 trademark use policies on their face, as the False Ads do not fall within any of the four
12 permitted uses of third party trademarks set forth in Google’s policies: CWI’s paid ads
13 advertise CYBERSitter for sale on the NetNanny.com website, but the product is not
14 for sale on the site.

15 30. The False Ads not only make verifiably false statements and violate
16 Google’s own trademark use policies, the False Ads are also highly misleading and
17 likely to cause consumer confusion. The False Ads create the false perception of an
18 association between CYBERSitter and Net Nanny/CWI, and mislead consumers as to
19 the source and sponsorship of the CYBERSitter program. Consumers are wrongly led
20 to believe that the CYBERSitter program is made by, associated with or sponsored by
21 Net Nanny/CWI and/or that the Net Nanny program is made by, associated with or
22 sponsored by CYBERSitter. This perception has been created intentionally by
23 Defendants, including through the design and use of the “CYBERSitter | Net
24 Nanny.com” caption of the False Ads, the touting of CYBERSitter as the “#1 rated”
25 program in the context of a Net Nanny/CWI advertisement, and the false statement
26 that CYBERSitter is for sale on NetNanny.com – its competitor’s website. Consumers
27 are likely to believe that the Net Nanny program is the CYBERSitter program, or is a
28 joint program sold by both CYBERSitter and Net Nanny, or that CYBERSitter and Net

1 Nanny/CWI have merged into one company and/or create common products. This is
2 particularly true of consumers who click on the False Ads, but find only the Net
3 Nanny program for sale on the sponsored website. Indeed, there has been at least one
4 instance of actual confusion as to the source or origin of CYBERSitter's goods, as
5 CYBERSitter has received at least one query based on the False Ads asking whether
6 CYBERSitter had merged with Net Nanny/CWI.

7 31. This confusion is increased by the fact that, the rights to the "NET
8 NANNY" mark and associated marks were purchased in or about 2007 by defendant
9 CWI as part of an asset purchase agreement with CWI's predecessor in interest, LSL.
10 CWI also has its own content filtering software product known as "ContentWatch."
11 While Net Nanny and ContentWatch are associated products, CYBERSitter is not
12 associated with either of them and they are, in fact, CYBERSitter's competitors.
13 Making matters worse, CWI also runs joint advertisements of the ContentWatch and
14 Net Nanny programs through the Google AdWords platform that are strikingly similar
15 to the False Ads. The ads are captioned "Content Watch Net
16 Nanny | ContentWatch.com," and they advertise "Easy to Install and Manage Content
17 Watch Net Nanny." These advertisements are designed to blur the distinction
18 between ContentWatch and Net Nanny in a similar manner as the False Ads were
19 designed to blur the distinction between Net Nanny and CYBERSitter. However, any
20 suggestion of association or sponsorship between Net Nanny and CYBERSitter is
21 false.

22 32. The False Ads have caused damage to Plaintiff in the form of lost sales,
23 lost profits, lost license revenues, consumer confusion and loss of goodwill among the
24 consuming public from the false and misleading perceptions that Google and CWI
25 have created through the False Ads. In addition, Defendants have further been
26 unjustly enriched though their violation of Plaintiff's rights, receiving fees, sales,
27 revenues and a transfer of the goodwill of CYBERSitter's customers as a result of their
28 illegal conduct.

1 **FIRST CLAIM FOR RELIEF**

2 **(TRADEMARK INFRINGEMENT – 15 U.S.C. § 1125(a))**

3 **Against Defendants Google and DOES 1-10**

4 33. Plaintiff repeats and realleges the allegations made in paragraphs 1
5 through 32 as if fully set forth herein.

6 34. Plaintiff possesses a valid mark entitled to protection under the Lanham
7 Act, 15 U.S.C. §§ 1051 *et seq.* – namely, the CYBERSITTER mark.

8 35. Defendants Google and DOES 1-10 (collectively, the “Google
9 Defendants”) have used the CYBERSITTER mark, as well as confusingly similar
10 marks such as “CYBER SITTER” (collectively, the “CYBERSITTER marks”), in
11 commerce, including but not limited to: (i) by incorporating and displaying the
12 CYBERSITTER marks in the text and/or title of paid advertisements that Google
13 posts in conjunction with its users’ keyword searches for the CYBERSITTER marks;
14 (ii) by selling the right to use the CYBERSITTER marks to third parties as part of
15 Google’s paid advertising programs, including in the AdWords platform; (iii) by
16 displaying the CYBERSITTER marks in close proximity to third party advertisements
17 when its users search for the CYBERSITTER marks, and doing so in a manner that
18 creates a likelihood of confusion amongst consumers of the products; and (iv) by
19 displaying the CYBERSITTER marks in Google’s proprietary directory for use in
20 Google’s paid advertising programs.

21 36. The Google Defendants’ use of the CYBERSITTER marks is likely to
22 cause consumer confusion, or to cause mistake and/or deceive consumers as to the
23 affiliation, connection, or association of Plaintiff’s goods and services and/or the third
24 party goods and services in conjunction with which the Google Defendants use the
25 CYBERSITTER marks. The Google Defendants’ unlawful use of the
26 CYBERSITTER marks is likely to cause consumers to believe, falsely, that
27 CYBERSitter’s goods and services are created, sponsored by and/or affiliated with
28 third parties or third party goods and services; and/or that third party goods and

1 services are created, sponsored by and/or affiliated with CYBERSitter or its goods and
2 services.

3 37. The Google Defendants' use of the CYBERSITTER marks complained
4 of herein is not and has never been authorized by Plaintiff. The Google Defendants
5 used the CYBERSITTER marks with the knowledge of and indifference to Plaintiff's
6 rights to the CYBERSITTER marks.

7 38. The Google Defendants' unlawful use of the CYBERSITTER marks was
8 intentional, willful, and with reckless disregard and indifference to Plaintiff's rights.
9 Indeed, the Google Defendants' unlawful acts were undertaken with the express
10 purpose of encouraging and directing users searching for Plaintiff's CYBERSitter
11 product to visit the websites of Plaintiff's competitors in order to increase the Google
12 Defendants' advertising revenues.

13 39. As a direct, proximate, and foreseeable result of the conduct and
14 omissions alleged above, CYBERSitter has suffered and will continue to suffer
15 damages and the Google Defendants have been and continue to be unjustly enriched
16 in an amount to be determined at trial.

17 40. As a direct and proximate result of the foregoing acts and conduct,
18 Plaintiff has sustained and will continue to sustain substantial, immediate, and
19 irreparable injury, for which there is no adequate remedy at law, including without
20 limitation the loss of consumer goodwill. Plaintiff is informed and believes and on
21 that basis avers that unless enjoined and restrained by this Court, the Google
22 Defendants will continue to engage in conduct violative of the Lanham Act. Plaintiff
23 is entitled to preliminary and permanent injunctive relief.

24 **SECOND CLAIM FOR RELIEF**

25 **(TRADEMARK INFRINGEMENT – 15 U.S.C. § 1125(a))**

26 **Against Defendants CWI and DOES 1-10**

27 41. Plaintiff repeats and realleges the allegations made in paragraphs 1
28 through 40 as if fully set forth herein.

1 42. Plaintiff possesses a valid mark entitled to protection under the Lanham
2 Act , 15 U.S.C. §§ 1051 *et seq.* – namely, the CYBERSITTER mark.

3 43. Defendants CWI and DOES 1-10 (collectively, the “CWI Defendants”
4 have used the CYBERSITTER mark, as well as confusingly similar marks such as
5 “CYBER SITTER,” in commerce, including but not limited to: (i) by incorporating
6 and displaying the CYBERSITTER marks in the text and/or title of advertisements for
7 the CWI Defendants’ competing goods and services, which the CWI Defendants pay
8 Google to display in conjunction with keyword searches for the CYBERSITTER
9 marks; and (ii) by causing the CYBERSITTER marks to be displayed in close
10 proximity to the CWI Defendants’ advertisements when Google users search for the
11 CYBERSITTER marks, and doing so in a manner that creates a likelihood of
12 confusion amongst consumers of the products.

13 44. The CWI Defendants’ use of the CYBERSITTER marks is likely to
14 cause consumer confusion, or to cause mistake and/or deceive consumers as to the
15 affiliation, connection, or association of Plaintiff’s goods and services and/or the third
16 party goods and services in conjunction with which the CWI Defendants use the
17 CYBERSITTER marks. The CWI Defendants’ unlawful use of the CYBERSITTER
18 marks is likely to cause consumers to believe, falsely, that CYBERSitter’s goods and
19 services are created, sponsored by and/or affiliated with third parties or third party
20 goods and services; and/or that third party goods and services are created, sponsored
21 by and/or affiliated with CYBERSitter or its goods and services.

22 45. The CWI Defendants’ use of the CYBERSITTER marks complained of
23 herein is not and has never been authorized by Plaintiff. The CWI Defendants used
24 the CYBERSITTER marks with the knowledge of and indifference to Plaintiff’s rights
25 to the CYBERSITTER marks.

26 46. The CWI Defendants’ unlawful use of the CYBERSITTER marks was
27 intentional, willful, and with reckless disregard and indifference to Plaintiff’s rights.
28 Indeed, the CWI Defendants’ unlawful acts were undertaken with the express purpose

1 of encouraging and directing users searching for Plaintiff's CYBERSitter product to
2 visit websites on which the CWI Defendants' competing goods and services are
3 offered in order to increase the CWI Defendants' revenues and siphon off the
4 goodwill associated with Plaintiff's goods and services.

5 47. As a direct, proximate, and foreseeable result of the conduct and
6 omissions alleged above, CYBERSitter has suffered and will continue to suffer
7 damages and the CWI Defendants have been and continue to be unjustly enriched in
8 an amount to be determined at trial.

9 48. As a direct and proximate result of the foregoing acts and conduct,
10 Plaintiff has sustained and will continue to sustain substantial, immediate, and
11 irreparable injury, for which there is no adequate remedy at law, including without
12 limitation the loss of consumer goodwill. Plaintiff is informed and believes and on
13 that basis avers that unless enjoined and restrained by this Court, the CWI Defendants
14 will continue to engage in conduct violative of the Lanham Act. Plaintiff is entitled to
15 preliminary and permanent injunctive relief.

16 **THIRD CLAIM FOR RELIEF**

17 **(CONTRIBUTORY TRADEMARK INFRINGEMENT – 15 U.S.C. § 1125(a))**

18 **Against Defendants Google and DOES 1-10**

19 49. Plaintiff repeats and realleges the allegations made in paragraphs 1
20 through 48 as if fully set forth herein.

21 50. With full knowledge of CYBERSitter's rights, the Google Defendants
22 have knowingly facilitated and materially contributed to third party infringements of
23 CYBERSitter's trademark rights in violation of the Lanham Act, including but not
24 limited to: (i) by encouraging and facilitating third parties, including the CWI
25 Defendants, to use the CYBERSITTER marks in paid advertisements in a false and
26 misleading manner; (ii) by facilitating, encouraging and assisting in the incorporation
27 and display of the CYBERSITTER marks in the text and/or title of paid
28 advertisements that the Google Defendants post in conjunction with their users'

1 keyword searches for the CYBERSITTER marks, including the False Ads; (iii) by
2 selling the right to use the CYBERSITTER marks to third parties, including the CWI
3 Defendants, as part of the Google Defendants' paid advertising programs, including in
4 the AdWords platform; (iv) by displaying the CYBERSITTER marks in close
5 proximity to third party advertisements when Google users search for the
6 CYBERSITTER marks in a manner that creates a likelihood of consumer confusion;
7 and (iv) by displaying the CYBERSITTER marks in Defendants' proprietary directory
8 in order to encourage and facilitate the unlawful use of the CYBERSITTER marks in
9 the Google Defendants' paid advertising programs.

10 51. The Google Defendants knew or should have known that the underlying
11 infringing acts that they facilitated and to which they contributed are likely to cause
12 consumer confusion, or to cause mistake and/or deceive consumers as to the
13 affiliation, connection, or association of Plaintiff's goods and services and/or the third
14 party goods and services in conjunction with which the Google Defendants use the
15 CYBERSITTER marks.

16 52. The Google Defendants' facilitation of and material contribution to the
17 CWI Defendants' infringing acts was willful, intentional, and with the knowledge of
18 and indifference to Plaintiff's rights in the CYBERSITTER marks. Indeed, the
19 Google Defendants' unlawful acts were undertaken with the express purpose of
20 encouraging and directing users searching for Plaintiff's CYBERSitter product to visit
21 the websites of Plaintiff's competitors in order to increase the Google Defendants'
22 advertising revenues.

23 53. As a direct, proximate, and foreseeable result of the conduct and
24 omissions alleged above, CYBERSitter has suffered and will continue to suffer
25 damages and the Google Defendants have been and continue to be unjustly enriched
26 in an amount to be determined at trial.

27 54. As a direct and proximate result of the foregoing acts and conduct,
28 Plaintiff has sustained and will continue to sustain substantial, immediate, and

1 irreparable injury, for which there is no adequate remedy at law, including without
2 limitation the loss of consumer goodwill. Plaintiff is informed and believes and on
3 that basis avers that unless enjoined and restrained by this Court, the Google
4 Defendants will continue to engage in conduct violative of the Lanham Act. Plaintiff
5 is entitled to preliminary and permanent injunctive relief.

6 **FOURTH CLAIM FOR RELIEF**
7 **(TRADEMARK INFRINGEMENT –**
8 **CAL. BUS. & PROF. CODE § 14200 ET SEQ.)**
9 **Against Defendants Google and DOES 1-10**

10 55. Plaintiff repeats and realleges the allegations made in paragraphs 1
11 through 54 as if fully set forth herein.

12 56. Plaintiff possesses a valid mark entitled to protection under California
13 Business and Professions Code Sections 14200 *et seq.* (hereinafter, “California
14 Trademark Act”) – namely, the CYBERSITTER mark.

15 57. The Google Defendants have used the CYBERSITTER mark, as well as
16 confusingly similar marks such as “CYBER SITTER” in commerce, including but not
17 limited to: (i) by incorporating and displaying the CYBERSITTER marks in the text
18 and/or title of paid advertisements that Google posts in conjunction with its users’
19 keyword searches for the CYBERSITTER marks; (ii) by selling the right to use the
20 CYBERSITTER marks to third parties as part of Google’s paid advertising programs,
21 including in the AdWords platform; (iii) by displaying the CYBERSITTER marks in
22 close proximity to third party advertisements when its users search for the
23 CYBERSITTER marks, and doing so in a manner that creates a likelihood of
24 confusion amongst consumers of the products; and (iv) by displaying the
25 CYBERSITTER marks in Google’s proprietary directory for use in Google’s paid
26 advertising programs.

27 58. The Google Defendants’ use of the CYBERSITTER marks is likely to
28 cause consumer confusion, or to cause mistake and/or deceive consumers as to the

1 affiliation, connection, or association of Plaintiff's goods and services and/or the third
2 party goods and services in conjunction with which the Google Defendants use the
3 CYBERSITTER marks. The Google Defendants' unlawful use of the
4 CYBERSITTER marks is likely to cause consumers to believe, falsely, that
5 CYBERSitter's goods and services are created, sponsored by and/or affiliated with
6 third parties or third party goods and services; and/or that third party goods and
7 services are created, sponsored by and/or affiliated with CYBERSitter or its goods and
8 services.

9 59. The Google Defendants' use of the CYBERSITTER marks complained
10 of herein is not and has never been authorized by Plaintiff. The Google Defendants
11 used the CYBERSITTER marks with the knowledge of and indifference to Plaintiff's
12 rights to the CYBERSITTER marks.

13 60. The Google Defendants' unlawful use of the CYBERSITTER marks was
14 intentional, willful, and with reckless disregard and indifference to Plaintiff's rights.
15 Indeed, the Google Defendants' unlawful acts were undertaken with the express
16 purpose of encouraging and directing users searching for Plaintiff's CYBERSitter
17 product to visit the websites of Plaintiff's competitors in order to increase the Google
18 Defendants' advertising revenues.

19 61. As a direct, proximate, and foreseeable result of the conduct and
20 omissions alleged above, CYBERSitter has suffered and will continue to suffer
21 damages and the Google Defendants have been and continue to be unjustly enriched
22 in an amount to be determined at trial.

23 62. As a direct and proximate result of the foregoing acts and conduct,
24 Plaintiff has sustained and will continue to sustain substantial, immediate, and
25 irreparable injury, for which there is no adequate remedy at law, including without
26 limitation the loss of consumer goodwill. Plaintiff is informed and believes and on
27 that basis avers that unless enjoined and restrained by this Court, the Google
28

1 Defendants will continue to engage in conduct violative of California law. Plaintiff is
2 entitled to preliminary and permanent injunctive relief.

3 **FIFTH CLAIM FOR RELIEF**
4 **(TRADEMARK INFRINGEMENT –**
5 **CAL. BUS. & PROF. CODE § 14200 ET SEQ.)**
6 **Against Defendants CWI and DOES 1-10**

7 63. Plaintiff repeats and realleges the allegations made in paragraphs 1
8 through 62 as if fully set forth herein.

9 64. Plaintiff possesses a valid mark entitled to protection under California
10 Business and Professions Code Sections 14200 *et seq.* – namely, the CYBERSITTER
11 mark.

12 65. Defendants have used the CYBERSITTER mark, as well as confusingly
13 similar marks such as “CYBER SITTER,” in commerce, including but not limited to:
14 (i) by incorporating and displaying the CYBERSITTER marks in the text and/or title
15 of advertisements for competing goods and services, which Defendants pay Google to
16 display in conjunction with keyword searches for the CYBERSITTER marks; and (ii)
17 by causing the CYBERSITTER marks to be displayed in close proximity to
18 Defendants’ advertisements when Google users search for the CYBERSITTER marks,
19 and doing so in a manner that creates a likelihood of confusion amongst consumers of
20 the products.

21 66. Defendants’ use of the CYBERSITTER marks is likely to cause
22 consumer confusion, or to cause mistake and/or deceive consumers as to the
23 affiliation, connection, or association of Plaintiff’s goods and services and/or the third
24 party goods and services in conjunction with which Defendants use the
25 CYBERSITTER marks. Defendants’ unlawful use of the CYBERSITTER marks is
26 likely to cause consumers to believe, falsely, that CYBERSITTER’s goods and services
27 are created, sponsored by and/or affiliated with third parties or third party goods and
28 services; and/or that third party goods and services are created, sponsored by and/or

1 affiliated with CYBERSitter or its goods and services.

2 67. Defendants' use of the CYBERSITTER marks complained of herein is
3 not and has never been authorized by Plaintiff. Defendants used the CYBERSITTER
4 marks with the knowledge of and indifference to Plaintiff's rights to the
5 CYBERSITTER marks.

6 68. Defendants' unlawful use of the CYBERSITTER marks was intentional,
7 willful, and with reckless disregard and indifference to Plaintiff's rights. Indeed,
8 Defendants' unlawful acts were undertaken with the express purpose of encouraging
9 and directing users searching for Plaintiff's CYBERSitter product to visit websites on
10 which Defendants' competing goods and services are offered in order to increase
11 Defendants' revenues and siphon off the goodwill associated with Plaintiff's goods
12 and services.

13 69. As a direct, proximate, and foreseeable result of the conduct and
14 omissions alleged above, CYBERSitter has suffered and will continue to suffer
15 damages and the CWI Defendants have been and continue to be unjustly enriched in
16 an amount to be determined at trial.

17 70. As a direct and proximate result of the foregoing acts and conduct,
18 Plaintiff has sustained and will continue to sustain substantial, immediate, and
19 irreparable injury, for which there is no adequate remedy at law, including without
20 limitation the loss of consumer goodwill. Plaintiff is informed and believes and on
21 that basis avers that unless enjoined and restrained by this Court, the CWI Defendants
22 will continue to engage in conduct violative of California law. Plaintiff is entitled to
23 preliminary and permanent injunctive relief.

24 **SIXTH CLAIM FOR RELIEF**

25 **(CONTRIBUTORY TRADEMARK INFRINGEMENT –**

26 **CAL. BUS. & PROF. CODE § 14200 ET SEQ.)**

27 **Against Defendants Google and DOES 1-10**

28 71. Plaintiff repeats and realleges the allegations made in paragraphs 1

1 through 70 as if fully set forth herein.

2 72. With full knowledge of CYBERSitter's rights, the Google Defendants
3 have knowingly facilitated and materially contributed to third party infringements of
4 CYBERSitter's trademark rights in violation of California law, including but not
5 limited to: (i) by encouraging and facilitating third parties, including the CWI
6 Defendants, to use the CYBERSITTER marks in paid advertisements in a false and
7 misleading manner; (ii) by facilitating, encouraging and assisting in the incorporation
8 and display of the CYBERSITTER marks in the text and/or title of the paid
9 advertisements that the Google Defendants post in conjunction with their users'
10 keyword searches for the CYBERSITTER marks, including the False Ads; (iii) by
11 selling the right to use the CYBERSITTER marks to third parties, including the CWI
12 Defendants, as part of the Google Defendants' paid advertising programs, including in
13 the AdWords platform; (iv) by displaying the CYBERSITTER marks in close
14 proximity to third party advertisements when Google users search for the
15 CYBERSITTER marks in a manner that creates a likelihood of consumer confusion;
16 and (iv) by displaying the CYBERSITTER marks in Defendants' proprietary directory
17 in order to encourage and facilitate the unlawful use of the CYBERSITTER marks in
18 the Google Defendants' paid advertising programs.

19 73. The Google Defendants knew or should have known that the underlying
20 infringing acts that they facilitated and to which they contributed are likely to cause
21 consumer confusion, or to cause mistake and/or deceive consumers as to the
22 affiliation, connection, or association of Plaintiff's goods and services and/or the third
23 party goods and services in conjunction with which the Google Defendants use the
24 CYBERSITTER marks.

25 74. The Google Defendants' facilitation of and material contribution to the
26 CWI Defendants' infringing acts was willful, intentional, and with the knowledge of
27 and indifference to Plaintiff's rights in the CYBERSITTER marks. Indeed, the
28 Google Defendants' unlawful acts were undertaken with the express purpose of

1 encouraging and directing users searching for Plaintiff's CYBERSitter product to visit
2 the websites of Plaintiff's competitors in order to increase the Google Defendants'
3 advertising revenues.

4 75. As a direct, proximate, and foreseeable result of the conduct and
5 omissions alleged above, CYBERSitter has suffered and will continue to suffer
6 damages and the Google Defendants have been and continue to be unjustly enriched
7 in an amount to be determined at trial.

8 76. As a direct and proximate result of the foregoing acts and conduct,
9 Plaintiff has sustained and will continue to sustain substantial, immediate, and
10 irreparable injury, for which there is no adequate remedy at law, including without
11 limitation the loss of consumer goodwill. Plaintiff is informed and believes and on
12 that basis avers that unless enjoined and restrained by this Court, the Google
13 Defendants will continue to engage in conduct violative of California law. Plaintiff is
14 entitled to preliminary and permanent injunctive relief.

15 **SEVENTH CLAIM FOR RELIEF**

16 **(FALSE ADVERTISING – LANHAM ACT § 43(a))**

17 **Against All Defendants**

18 77. Plaintiff repeats and realleges the allegations made in paragraphs 1
19 through 76 as if fully set forth herein.

20 78. Defendants have made false and misleading statements in the False Ads
21 concerning Plaintiff's products and services and their association with or sponsorship
22 by Net Nanny/CWI. Such statements include Defendants' statements advertising the
23 CYBERSitter product for sale on the Net Nanny/CWI website (e.g., "Protect your
24 child with #1 rated CYBERSitter software. Just \$29.99!") and the misleading
25 suggestion that the Net Nanny/CWI website is affiliated with CYBERSitter (e.g.,
26 "CYBERSitter | Net Nanny.com").

27 79. Defendants knew or should have known, through the exercise of
28 reasonable care, that such statements were untrue and misleading.

1 80. Defendants' false and misleading statements deceive and/or have the
2 capacity to deceive a substantial segment of Plaintiff's potential customers, and do so
3 in a material manner that is likely to influence the purchasing decisions of Plaintiff's
4 potential customers, including by inducing potential customers to purchase the
5 products and services of Plaintiff's competitors by creating a false impression of an
6 association between those products and services and Plaintiff's own.

7 81. Both Plaintiff's products and services and Defendants' products and
8 services are sold in interstate commerce.

9 82. Defendants jointly participated in and aided and abetted one another in
10 making the false and misleading statements alleged herein and knowingly participated
11 in the creation, development and propagation of the False Ads.

12 83. Defendants' violations were intentional, willful, and with reckless
13 disregard and indifference to Plaintiff's rights.

14 84. As a direct, proximate, and foreseeable result of the conduct and
15 omissions alleged above, CYBERSitter has suffered and will continue to suffer
16 damages and Defendants have been and continue to be unjustly enriched in an amount
17 to be determined at trial.

18 85. As a direct and proximate result of the foregoing acts and conduct,
19 Plaintiff has sustained and will continue to sustain substantial, immediate, and
20 irreparable injury, for which there is no adequate remedy at law, including without
21 limitation the loss of consumer goodwill. Plaintiff is informed and believes and on
22 that basis avers that unless enjoined and restrained by this Court, Defendants will
23 continue to engage in conduct violative of the Lanham Act. Plaintiff is entitled to
24 preliminary and permanent injunctive relief.

25 **EIGHTH CLAIM FOR RELIEF**

26 **(FALSE ADVERTISING – CAL. BUS. & PROF. CODE § 17500 ET SEQ.)**

27 **Against All Defendants**

28 86. Plaintiff repeats and realleges the allegations made in paragraphs 1

1 through 85 as if fully set forth herein.

2 87. Defendants have made untrue and misleading statements in the False Ads
3 concerning Plaintiff's products and services and their association with or sponsorship
4 by Net Nanny/CWI. Such statements include Defendants' statements advertising the
5 CYBERSitter product for sale on the Net Nanny/CWI website (*e.g.*, "Protect your
6 child with #1 rated CYBERSitter software. Just \$29.99!") and the misleading
7 suggestion that the Net Nanny/CWI website is affiliated with CYBERSitter (*e.g.*,
8 "CYBERSitter | Net Nanny.com").

9 88. Defendants knew or should have known, through the exercise of
10 reasonable care, that such statements were untrue and misleading.

11 89. Defendants' untrue and misleading statements deceive and/or have the
12 capacity to deceive a substantial segment of Plaintiff's potential customers, and do so
13 in a material manner that is likely to influence the purchasing decisions of Plaintiff's
14 potential customers, including by inducing potential customers to purchase the
15 products and services of Plaintiff's competitors.

16 90. Defendants jointly participated in and aided and abetted one another in
17 making the untrue and misleading statements alleged herein and knowingly
18 participated in the creation, development and propagation of the False Ads.

19 91. Defendants' violations were intentional, willful, and with reckless
20 disregard and indifference to Plaintiff's rights.

21 92. As a direct, proximate, and foreseeable result of the conduct and
22 omissions alleged above, CYBERSitter has suffered and will continue to suffer
23 damages and Defendants have been and continue to be unjustly enriched in an amount
24 to be determined at trial.

25 93. As a direct and proximate result of the foregoing acts and conduct,
26 Plaintiff has sustained and will continue to sustain substantial, immediate, and
27 irreparable injury, for which there is no adequate remedy at law, including without
28 limitation the loss of consumer goodwill. Plaintiff is informed and believes and on

1 that basis avers that unless enjoined and restrained by this Court, Defendants will
2 continue to engage in conduct violative of California law. Plaintiff is entitled to
3 preliminary and permanent injunctive relief.

4 **NINTH CLAIM FOR RELIEF**

5 **(UNFAIR COMPETITION – CAL. BUS. & PROF. CODE § 17200 ET SEQ.)**

6 **Against All Defendants**

7 94. Plaintiff repeats and realleges the allegations made in paragraphs 1
8 through 93 as if fully set forth herein.

9 95. Defendants, through the conduct alleged herein, have engaged in and
10 continue to engage in unlawful, unfair, and/or fraudulent conduct in violation of
11 Section 17200 *et seq.* of the California Business and Professions Code. Defendants
12 have also engaged in and continue to engage in conduct that is deceptive, untrue and
13 misleading in violation of California Business and Professions Code, Section 17500,
14 which also constitutes a violation of Section 17200.

15 96. The unlawful conduct in which Defendants have engaged and continue to
16 engage includes violations of Plaintiff's trademark rights under federal law and
17 California state law, and acts of false and deceptive advertising in violation of
18 Plaintiff's rights under federal law and California state law, as alleged above.

19 97. Defendants' violations were intentional, willful, and with reckless
20 disregard and indifference to Plaintiff's rights.

21 98. As a direct, proximate, and foreseeable result of the conduct and
22 omissions alleged above, CYBERSitter has been deprived of money that was
23 wrongfully paid to Defendants, but, absent Defendants' violations, would have
24 otherwise been due to CYBERSitter. CYBERSitter is entitled to restitution of such
25 sums as would otherwise have been owed or paid to CYBERSitter, in amounts to be
26 determined at trial.

27 99. As a direct and proximate result of the foregoing acts and conduct,
28 Plaintiff has sustained and will continue to sustain substantial, immediate, and

1 irreparable injury, for which there is no adequate remedy at law, including without
2 limitation the loss of consumer goodwill. Plaintiff is informed and believes and on
3 that basis avers that unless enjoined and restrained by this Court, Defendants will
4 continue to engage in unlawful and wrongful conduct in violation of California law.
5 Plaintiff is entitled to preliminary and permanent injunctive relief.

6 **TENTH CLAIM FOR RELIEF**

7 **(UNJUST ENRICHMENT)**

8 **Against All Defendants**

9 100. Plaintiff repeats and realleges the allegations made in paragraphs 1
10 through 99 as if fully set forth herein.

11 101. Defendants, through the conduct alleged herein, have received the
12 benefits of the use and exploitation of Plaintiff's trademarks and of Plaintiff's
13 goodwill.

14 102. Defendants have unjustly retained the benefits of their use and
15 exploitation of Plaintiff's trademarks and of Plaintiff's goodwill at Plaintiff's expense.

16 103. As a direct, proximate, and foreseeable result of the conduct and
17 omissions alleged above, Defendants have been unjustly enriched through the use and
18 exploitation of Plaintiff's trademarks and of Plaintiff's goodwill and has been
19 deprived of money that was wrongfully paid to Defendants, but, absent Defendants'
20 violations, would have otherwise been due to CYBERSitter. CYBERSitter is entitled
21 to restitution of any and all such sums in an amount to be determined at trial.

22 104. As a direct and proximate result of the foregoing acts and conduct,
23 Plaintiff has sustained and will continue to sustain substantial, immediate, and
24 irreparable injury, for which there is no adequate remedy at law, including without
25 limitation the loss of consumer goodwill. Plaintiff is informed and believes and on
26 that basis avers that unless enjoined and restrained by this Court, Defendants will
27 continue to engage in unlawful and wrongful conduct in violation of California law.
28 Plaintiff is entitled to preliminary and permanent injunctive relief.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, plaintiff CYBERSitter respectfully requests that the Court enter
3 judgment against Defendants as follows:

4 A. For an award of damages caused by Defendants' unlawful conduct in an
5 amount to be ascertained at trial, including damages accruing from Plaintiff's lost
6 sales, lost licensing royalties and loss of goodwill;

7 B. For an award of Defendants' profits stemming from their unlawful
8 conduct in an amount to be ascertained at trial;

9 C. For an award of amounts necessary and sufficient to compensate Plaintiff
10 for the cost of corrective advertising in an amount to be ascertained at trial;

11 D. For restitution of Defendants' ill-gotten gains and such sums as would
12 otherwise have been owed or paid to Plaintiff absent Defendants' violations of law, in
13 an amount to be ascertained at trial;

14 E. For treble damages pursuant to the Lanham Act;

15 F. For prejudgment interest thereon;

16 G. For an accounting of Defendants' profits derived by Defendants from the
17 sale of goods or services associated with the acts of infringement and false advertising
18 complained of herein;

19 H. For preliminary and permanent injunctive relief;

20 I. For Plaintiff's attorneys' fees and costs of suit incurred in this action; and

21 J. For such other and further relief as the Court may deem just and proper.

22
23 DATED: June 18, 2012

FAYER GIPSON LLP
GREGORY A. FAYER
ELLIOT B. GIPSON
MINH Z. KUO

24
25
26 By 

GREGORY A. FAYER
Attorneys for Plaintiff CYBERSitter, LLC

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury.

DATED: June 18, 2012

FAYER GIPSON LLP
GREGORY A. FAYER
ELLIOT B. GIPSON
MINH Z. KUO

By 

GREGORY A. FAYER
Attorneys for Plaintiff CYBERSitter, LLC

FAYER GIPSON LLP

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

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> CYBERSitter, LLC	DEFENDANTS Google Inc., ContentWatch, Inc. d/b/a Net Nanny, and DOES 1-10, inclusive
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) FAYER GIPSON LLP, Gregory A. Fayer 2029 Century Park East, Suite 3535, Los Angeles, California 90067 (310) 557-3558	Attorneys (If Known) Unknown

ORIGINAL

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

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.)
 15 U.S.C. 1125(A) Trademark Infringement; 15 USC 1125(A) False Advertising; Cal. Bus. & Proc. Code 14200 Trademark Infringement, 17200 Unfair Competition

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

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV12-5293

FOR OFFICE USE ONLY: Case Number: _____

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
Plaintiff CYBERSitter, LLC - Santa Barbara County	

(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
	Defendant Google Inc. - Delaware Defendant ContentWatch, Inc. d/b/a Net Nanny - Utah

(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
Santa Barbara County	Other locations not yet known to plaintiff.

* 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 6-18-2012

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))