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20 Friendly Family Productions LLC

21 UNITED STATES DISTRICT COURT  
22 CENTRAL DISTRICT OF CALIFORNIA  
23 WESTERN DIVISION

24 FRIENDLY FAMILY  
25 PRODUCTIONS LLC, a California  
26 Limited Liability Company

27 Plaintiff,

28 vs.

LITTLE HOUSE ON THE PRAIRIE,  
INC., a Kansas corporation,

Defendant.

CV 08-06602 MRP (FFMx)  
Case No.

COMPLAINT FOR TRADEMARK  
INFRINGEMENT, UNFAIR  
COMPETITION, AND  
TRADEMARK DILUTION

FILED  
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CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
LOS ANGELES

Plaintiff Friendly Family Productions LLC, by and through its undersigned counsel, Davis Wright Tremaine LLP, files this complaint against the above-named defendant Little House on the Prairie, Inc. ("LHOPI") and alleges upon knowledge as to itself and information and belief as to all other matters, as follows:

**JURISDICTION AND VENUE**

1  
2 1. This Court has subject matter jurisdiction under 15 U.S.C. § 21 and 28  
3 U.S.C. §§ 1331 and 1338(a) and (b), with respect to the claims arising under federal  
4 law. This Court has supplemental jurisdiction over the state and common law claims  
5 under 28 U.S.C. § 1367(a), as they are related to the federal claims and form part of  
6 the same case or controversy.

7 2. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) and (c) as  
8 the infringing conduct at issue is taking place, among other places in this District, the  
9 properties that are the subject of this action are situated in this District, and  
10 defendant, a corporation, has interfered with plaintiff's exercise of its rights in this  
11 District.

12 3. This Court has personal jurisdiction over defendant as it has  
13 purposefully engaged its in acts targeted at this District that have caused harm in this  
14 District and it has availed itself of the privilege of conducting business in this State  
15 and District.

16 **NATURE OF THE ACTION**

17 4. Plaintiff is the owner of all merchandising rights in and to the famous  
18 name and trademark LITTLE HOUSE ON THE PRAIRIE (the "Mark") including  
19 the right to exploit that Mark on merchandise sold in interstate commerce. Friendly's  
20 predecessor-in-interest, Ed Friendly Productions, Inc., (together with Friendly Family  
21 Productions LLC hereafter "Friendly") acquired those rights, *inter alia*, from the  
22 heirs of the author of the bestselling book entitled *Little House On The Prairie* (the  
23 "Book"), authored by Laura Ingalls Wilder, pursuant to a 1974 agreement (the  
24 "Agreement"), as well as the right to exploit the Book on television, in motion  
25 pictures and in theme parks. Pursuant to that Agreement, Friendly produced and the  
26 NBC television network premiered in that same year, a two hour television movie  
27 and the much acclaimed television series also entitled *Little House On The Prairie*  
28 starring Michael Landon and Melissa Gilbert (the "TV Series"). The TV Series aired

1 in prime time on network television for almost a decade, and became one of the most  
2 successful television series of its day. It has been in continuous syndication in the  
3 United States and elsewhere throughout the world ever since.

4 5. Because of the success and renown of the Book and the TV Series,  
5 numerous products have been sold under the LITTLE HOUSE ON THE PRAIRIE  
6 Mark by Friendly. In addition, videos and DVDs of the TV Series, a separate  
7 original mini-series and videos and DVDs of that mini-series, and a stage musical  
8 version of the Book have been produced and distributed under that Mark. As  
9 described more fully hereinafter, the widespread fame of the Mark have rendered it  
10 an extremely valuable asset, which Friendly stands poised to continue to exploit in  
11 connection with the recently introduced stage musical production and through  
12 merchandising efforts directly tied to that stage musical, and other planned and  
13 impending releases of derivative works based on the Book in other media, all under  
14 that name and Mark.

15 6. Defendant LHOPI is a not-for-profit corporation which runs a small  
16 museum (the "Museum") on the site of the house where Laura Ingalls Wilder once  
17 lived, outside of the town of Independence, Kansas (the "Homestead"), and about  
18 which she wrote in her Book. For some years, defendant LHOPI operated that  
19 Museum for the stated purpose of promoting tourism in Kansas; the Museum  
20 attracted some local tourist trade. Over the years, it apparently began selling  
21 souvenirs in its on-site gift shop to Museum visitors to commemorate their visit,  
22 including the wholly lawful resale of copies of the Book published by the United  
23 States publisher, as well as various trinkets and assorted "pioneer" merchandise. At  
24 some time and unbeknownst to Friendly, LHOPI also began selling in its on-site gift  
25 shop certain merchandise bearing the words "Little House On The Prairie" or the  
26 name "Laura Ingalls Wilder" or other indicia of the Book or the TV Series, such as  
27 the names of principal characters and the like. That business was local and extremely  
28 limited.

1 7. In and around 2001, LHOPI acquired the domain name  
2 littlehouseontheprairie.com and launched a website (the "Website"), from which it  
3 began offering for sale a few items of merchandise connected to the Book or the  
4 Museum or Laura Ingalls Wilder. It was not until recently that Friendly learned of  
5 the Website and of the greatly expanded scope of merchandise bearing the Mark  
6 (both authorized and unauthorized) available on that Website, constituting a  
7 wholesale infringement of that Mark and of plaintiff's merchandising rights, as more  
8 fully described hereinafter.

9 8. Defendant's continuing encroachment upon the rights of plaintiff in and  
10 to this Mark have extended way beyond the incidental not-for-profit use by a local  
11 Kansas historical site. Plaintiff does not take issue with defendant's descriptive use  
12 of LITTLE HOUSE ON THE PRAIRIE to describe the Museum or the Homestead.  
13 But it does take issue with defendant's blatantly commercial use of the Mark on  
14 merchandise sold worldwide from its Website, particularly when coupled with the  
15 sale of merchandise bearing other indicia of the underlying literary property in a  
16 manner designed to trade wholesale on plaintiff's valuable trademark rights. Unless  
17 defendants are immediately enjoined from their continuing infringing use, plaintiff  
18 will lose all value in the trademark rights it has acquired and developed over the  
19 decades, precisely at the time when interest in reintroducing the Book in other media  
20 is at its peak, and the time is ripe to reinvigorate and expand the scope of the uses of  
21 that Mark on and in connection with companion goods and services in interstate  
22 commerce.

### 23 THE PARTIES

24 9. Friendly Family Productions LLC is a limited liability company  
25 organized and existing under the laws of the State of California with its principal  
26 place of business located at 6519 Hayes Drive, Los Angeles, California. Friendly is,  
27 and has been for many years, engaged in the business of producing and distributing  
28 audio/visual entertainment programs including motion pictures, television programs

1 and exploiting the collateral and ancillary rights in those properties in this District,  
2 the State of California and throughout the United States and the world. Among the  
3 audio/visual entertainment programs Friendly has produced and granted distribution  
4 rights to are the original TV Series and a subsequent mini-series which were based  
5 on the Book first published 1935 by what was then Harper & Brothers, now  
6 HarperCollins (collectively, "HarperCollins").

7 10. Plaintiff is informed and believes that defendant LHOPI is a  
8 not-for-profit corporation organized and existing under the laws of the State of  
9 Kansas with its principal place of business at Country Road 3000, PO Box 110,  
10 Independence, Kansas. Since 1977, it has owned and operated the Museum on the  
11 allegedly historic site of the home about which Ms. Wilder wrote in the Book.  
12 LHOPI is also the owner of two federal trademark registrations for the Mark and is  
13 the owner and operator of a website located at [www.littlehouseontheprairie.com](http://www.littlehouseontheprairie.com) (the  
14 "Website"), from which it offers for sale various merchandise bearing the Mark,  
15 much of which is sold without the authorization of plaintiff.

#### 16 BACKGROUND

17 11. In 1932, HarperCollins published a novel by Laura Ingalls Wilder  
18 entitled *Little House in the Big Woods*, based on Wilder's own experiences in  
19 Wisconsin in the late nineteenth century.

20 12. In the following eleven years, HarperCollins acquired the right to  
21 publish and published seven other novels by Wilder likewise drawing on her own  
22 personal experiences in the Midwest, which together ultimately became known as the  
23 "*Little House Series*". (HarperCollins owns a federally registered trademark for the  
24 words LITTLE HOUSE for use on books. Under her agreement with HarperCollins,  
25 Wilder retained trademark rights in the titles in each of her books).

26 13. The *Little House Series* books were highly successful and quickly  
27 developed a devoted following. It is estimated that over 40 million copies of these  
28 works have been sold in the 75 years since first introduced to readers. They are all

1 subject to valid and subsisting copyright registrations in the United States Copyright  
2 Office.

3 14. On Wilder's death in 1957, Wilder's intellectual property, including the  
4 copyrights in the *Little House* Series passed to her daughter, Rose Wilder Lane who  
5 duly renewed the copyrights in the first six books in her name within the statutory  
6 renewal period under the then applicable copyright law. Those transfers were duly  
7 recorded in the Copyright Office. On her death in 1968, Rose left her estate,  
8 including the renewed copyrights in the first six books of the *Little House* Series, to  
9 her friend and advisor Roger Lea MacBride ("MacBride").

10 15. The copyright in the seventh and eighth books in the *Little House* Series,  
11 *Little Town on the Prairie* and *These Happy Golden Years*, were renewed by the  
12 administrator of Wilder's estate and likewise transferred to MacBride by agreement  
13 dated June 18, 1971. Those transfers were recorded in the Copyright Office on  
14 February 16, 1972. A ninth book in the *Little House* Series, *The First Four Years*,  
15 was published posthumously in 1971 and the copyright registered in MacBride's  
16 name. (Collectively, the Wilder *Little House* works are referred to herein as the  
17 "Copyrighted Works").

18 16. On February 11, 1974, MacBride entered into a Literary Purchase  
19 Agreement ("Agreement") with Ed Friendly Productions, Inc., granting Friendly,  
20 *inter alia*, the motion picture adaptation and certain related and ancillary rights with  
21 respect to the nine books in the *Little House* Series.

22 17. Under paragraph 14 of the Agreement, MacBride also granted Friendly  
23 "Merchandising Rights" defined therein as "the right to use, and authorize others to  
24 use, the titles of the books constituting the Property, the names of the characters  
25 appearing in such books, and any object or thing first described in such books . . . in  
26 and in connection with the manufacture and sale or other disposition of merchandise,  
27 goods, products and all other items generally considered to be a part of the exercise  
28 of merchandising rights."

1 18. Pursuant to the Agreement, Friendly's exercise of the Merchandising  
2 Rights was subject to MacBride's written approval. In an amendment to the  
3 Agreement, dated July 2, 1976, MacBride rescinded the approval requirement and  
4 granted Friendly the Merchandising Rights without such limitation.

5 19. The remaining rights in the *Little House* Series (not granted to Friendly  
6 under the Agreement) passed at MacBride's death in 1995 to his adopted daughter,  
7 Abigail MacBride Allen, who in turn assigned all her remaining rights to the Little  
8 House Heritage Trust, a Trust organized under the laws of Florida, the current owner  
9 of same.

10 **EXPLOITATION OF**  
11 **THE LITTLE HOUSE ON THE PRAIRIE TRADEMARK**

12 20. Due to the fame of the *Little House* Series of books and the exploitation  
13 of the *Little House on the Prairie* name in television motion pictures, television  
14 series, numerous print publications, and related merchandise, the *Little House on the*  
15 *Prairie* name and mark have become associated in the general consuming public with  
16 Wilder and/or those who own or control the rights to the Copyrighted Works and  
17 have attained a distinctive and strong trademark status.

18 21. The Copyrighted Works have been in continuous publication by  
19 HarperCollins in various hardcover and softcover editions, boxed sets, abridged  
20 editions, illustrated editions, and audio editions. The books have been published in  
21 22 languages and in 71 countries world wide. All such editions are or have been sold  
22 in interstate commerce; many editions bear the Mark prominently on the packaging  
23 thereof.

24 22. On or about March 30, 1974, NBC broadcast a two-hour television  
25 movie and on or about September 11, 1974, NBC premiered a television series ("TV  
26 Series") both based on the Copyrighted Works titled *Little House on the Prairie* and  
27 produced by Ed Friendly Productions pursuant to the 1974 Agreement. The series of  
28 hour-long dramas, which aired on NBC between 1974 and March 1983, became one

1 of the most successful television series of its day, consisting of over 200 episodes and  
2 several television "specials" or made for television movies. The TV Series itself has  
3 been in continuous syndication in the United States and elsewhere throughout the  
4 world since 1984.

5 23. Friendly has exercised its merchandising rights under the Agreement  
6 continuously since 1974, both in connection with Friendly's creation and distribution  
7 via licensees of the TV Series and otherwise.

8 24. Since 1976, Friendly has negotiated and/or entered into many licensing  
9 agreements for merchandise related to the Copyrighted Works and TV Series,  
10 including, but not limited to: china plates (East Palestine China Group), colorforms  
11 (L.M. Merchandising); Halloween masks, costumes and trick or treat bags (Ben  
12 Cooper, Inc.); cardboard puzzles (H.G. Toys and Dalmau Charles c/o Promo VIP);  
13 lunch kits and thermoses (King Seeley Thermos Co.); wire bound theme books and  
14 ring binders (Stuart Hall); posters and iron-on transfers (Pro-Arts); tea sets (Ohio  
15 Art); "color-in" poster art (Fundimensions); pastry tie-up (Crescan c/o Promo VIP);  
16 soft dolls (Knickerbocker Toy Co.); porcelain dolls and soft dolls (Ashton-Drake);  
17 clothing patterns (McCall's Patterns); dolls (Dolls by Jerri); board games (Parker  
18 Brothers/Tolstoys and Pardo Board Games); porcelain figurines (Harper  
19 Row/Franklin Mint); and wall and desk calendars (Rutledge Books).

20 25. From 1978 through and including 1983, Friendly engaged J.L.M./L.M.  
21 Merchandising to act as a merchandising agent/broker, to facilitate and administer  
22 merchandising and licensing of the Mark.

23 26. As a consequence of the continuing distribution of the Book and the TV  
24 Series, as well as above-summarized merchandising activities, Friendly acquired  
25 common law trademark rights since at least 1974 in the LITTLE HOUSE ON THE  
26 PRAIRIE Mark and continues to maintain and exploit those rights.

27 27. A number of videos of the TV Series and specials have been released  
28 under license from Friendly, first in video disk format by RCA SelectaVision, then in

1 VHS format by RCA/Columbia Pictures Home Video, Warner Home Video,  
2 Goodtimes Home Video, and Imavision Distribution. Since 2003, DVDs of each  
3 season's episodes have been released by Imavision Distribution and, since 2007, by  
4 Lionsgate Entertainment, also under license from Friendly.

5 28. In 2005, Friendly licensed the right to ABC/Touchstone Television, a  
6 unit of Walt Disney Company, and ABC broadcast, a five episode, six-hour original  
7 mini-series also titled *Little House on the Prairie* (the "Mini-Series"). A DVD of the  
8 Mini-Series was released in 2006 under license from Friendly and it is still available  
9 through Disney's Literary Collection. HarperCollins also published a special edition  
10 of the *Little House on the Prairie* book to coincide with the release of the Mini-Series  
11 DVD.

12 29. Millions of these various and distinct entertainment products have been  
13 sold to date and they have been extensively advertised and promoted in interstate  
14 commerce for decades.

15 30. In July 2008, a musical stage version of *Little House on the Prairie* was  
16 premiered at the Guthrie Theater in Minnesota (the "Stage Musical"). The  
17 underlying literary rights were conveyed to Global Prairie Productions, Inc., the  
18 producers of the Stage Musical, by the Little House Heritage Trust. Developed and  
19 directed by Francesca Zambello, and starring Melissa Gilbert as "Ma" (who achieved  
20 fame in the TV Series playing Laura Ingalls herself), the musical opened in previews  
21 on July 28, 2008 with record-breaking advance bookings. A national tour is planned  
22 starting in 2009 and the organizers have announced their plan to bring the musical to  
23 Broadway. As explored more fully hereinafter, the producers of the Stage Musical  
24 have approached Friendly to acquire the right to use the Mark on merchandise in  
25 connection with that production.

26 31. Friendly continues to actively pursue additional licensing and/or  
27 merchandising deals in a way designed to exploit and protect the Mark in association  
28

1 with related rights owned by HarperCollins and by the Little House Heritage Trust  
2 and in cooperation with those rights holders.

### 3 DEFENDANT'S INFRINGING ACTIVITIES

4 32. In and around February of 2008, in contemplation of registering for  
5 federal trademark protection for its rights in the LITTLE HOUSE ON THE PRAIRIE  
6 Mark given the impending Stage Musical and other serious indications of interest in  
7 licensing Friendly's various rights under the Agreement, Friendly learned that  
8 LHOPI had registered the exact same trademark in or around August 23, 2005, for  
9 use on and in connection with clothing, namely pants, trousers, jeans, shorts, jackets,  
10 coats, shirts, sweatshirts, t-shirts, sweaters, hats, caps, skirts, dresses and blouses,  
11 claiming a first date of use in interstate commerce of the Mark on each of those  
12 goods of October 1, 2004. It later learned that on or about April 18, 2006, LHOPI  
13 had also registered the Mark for use in connection with puzzles, dolls, stuffed toy  
14 animals, soft sculpture toys, modeled plastic toy figurines, collectable toy figures,  
15 reproduction historical dolls; games, namely board games, card games, bingo games  
16 and party games; and toys, namely mechanical action toys, plush toys, toy banks and  
17 toy snow globes, claiming a date of first use of December 1, 2004.

18 33. Friendly then contacted Jean Kurtis Schodorf, President of LHOPI at  
19 that time, to advise her that Friendly owned the film, video, television, theme park  
20 and merchandising rights to the nine books in the *Little House* Series and to inquire  
21 further about defendant's purported trademark registrations for the Mark. At that  
22 time, Ms. Schodorf claimed to own the land on which the original Homestead had  
23 been built, and advised that LHOPI was "merely trying to promote tourism in  
24 Southeast Kansas" by maintaining the reconstructed Homestead. An attorney for  
25 Friendly then contacted the trademark attorney of record for LHOPI, to advise of  
26 plaintiff's superior rights, its concerns with respect to defendant's registrations, and  
27 about defendant's use of the Mark on merchandise sold at the Homestead and on its  
28 Website.

1 34. Thereafter, the parties, through their respective counsel, exchanged a  
2 series of correspondence about the parties' claimed rights in and to the Mark and  
3 attempted, unsuccessfully, to resolve the issues between them. Plaintiff made clear at  
4 that time, and continues to maintain, that it has no objection to defendant's continued  
5 use of the Mark to accurately describe the Homestead or its Museum.

6 35. LHOPI claims to have been operating that historic site since 1977 and to  
7 have continuously used the Mark as a service mark in connection with promotion and  
8 operation of the Homestead. It also claims common law rights in the Mark as a  
9 service mark for an historical museum and admits to using the Mark in connection  
10 with various merchandising items which it sells at what it terms "a small on-site gift  
11 shop" at the Site.

12 36. LHOPI obtained the domain name [www.littlehouseontheprairie.com](http://www.littlehouseontheprairie.com) in  
13 or around January of 2000 and apparently began operating that Website on or about  
14 April 1, 2001. More recently, it has acquired, directly or indirectly, other domain  
15 names incorporating the Mark, including [www.littlehouseontheprairie.org](http://www.littlehouseontheprairie.org) and  
16 [www.littlehouseontheprairie.tv](http://www.littlehouseontheprairie.tv).

17 37. As above-detailed, by 1977 when defendant purports to have first use  
18 the Mark as a "service mark" in connection with the Homestead (solely in intrastate  
19 commerce in Kansas and solely for the alleged purpose of promoting tourism in that  
20 state), the Mark was already widely known and recognized as signifying products  
21 originating with Laura Ingalls Wilder and her heirs and assigns, and it was already a  
22 strong mark with considerable secondary significance. In addition to the millions of  
23 copies of the book sold under that title prior to that time, the TV Series had  
24 premiered in 1974 and had run with much acclaim and high ratings for three years,  
25 before defendant even hung a shingle at its Homestead.

26 38. Upon information and belief, Ed Friendly knew of the Homestead and  
27 its use of the Mark in a purely descriptive sense to describe the Museum, just as he  
28 was aware of the several other Wilder historical sites located across the United

1 States. Upon information and belief, he was wholly unaware of the sale of incidental  
2 merchandise bearing the Mark at the Site at that time.

3 39. Upon information and belief, the merchandise sold on the Website when  
4 it first launched in 2001, was far less extensive than it is today and did not include  
5 merchandise manufactured for the operators of the site bearing the Mark without the  
6 authority of plaintiff and/or those who controlled other uses of the Mark, such as  
7 HarperCollins. Specifically, plaintiff believes that the site largely sold – or offered  
8 for sale – books which it had purchased from HarperCollins or videos of the TV  
9 Series purchased from Friendly’s authorized distributor, and then resold to the  
10 consuming public.

11 40. As of today’s date, the Store on the Website offers a wealth of  
12 merchandise for sale. Some of it is simply generic merchandise, presumably  
13 replicating the era of the Book, including such items as a TP/Buffalo sun catcher;  
14 decorative decals of horses and buggies; a sheriff’s badge; cookbooks; sunbonnets;  
15 pinafores; church dolls; pot holders; and playing cards. Other items are items of  
16 authorized merchandise bearing the Mark, which defendant has every right to sell  
17 under the first sale doctrine of the copyright laws including copies of the DVDs of  
18 the *Little House On The Prairie* TV Series, and books and audio books in the *Little*  
19 *House* Series produced by HarperCollins.

20 41. Defendant also sells certain merchandise that does not bear the Mark,  
21 but bears other indicia of the Book and the Series including a book of children’s  
22 games entitled “Years Past” sold under the description “Little House on the Prairie  
23 Rhyming Game”; a bingo game using words from books written by Ms. Wilder and  
24 sold under the description “Laura’s Homesite Bingo”; “years past pioneer clothing”  
25 advertised as “each made with care by the Little House on the Prairie Seamstress”; a  
26 bookmark showing the historic sites and pictures of Wilder and the home of  
27 Wilder, her parents and various places she lived; a charm bracelet bearing replicas of  
28 the various homes of Laura Ingalls Wilder historical sites; or of the name Laura

1 | Ingalls Wilder or the names of characters from the Book and/or the TV Series (the  
2 | “Misleading Uses”).

3 | 42. Others of the products sold on the Website are unauthorized and  
4 | infringing merchandise bearing the Mark (the “Infringing Merchandise”) including a  
5 | “Little House Ball Cap” with “LHOP” embroidered emblem on the rim; a belt  
6 | buckle; t-shirts; denim shirts; collectors spoons; thimbles; magnets; key chains;  
7 | pencil sharpeners; a ceramic bell; key rings and magnets; notecards; a letter opener;  
8 | stationary and Christmas cards; mugs; coasters; decals; and various other similar uses  
9 | of the Mark.

10 | 43. Some of these uses of the Mark are descriptive, *i.e.*, they are used on  
11 | merchandise solely to describe the historical site of where the Homestead is  
12 | maintained. Plaintiff does not contest those uses of the Mark as they are not  
13 | trademark uses as such and/or they are not infringing. But many of the items  
14 | constituting Infringing Merchandise such as t-shirts, mugs, magnets and an  
15 | assortment of other commercial merchandise, are not used in a nominative or  
16 | descriptive sense at all, but rather are used as origins of source indicating this  
17 | merchandise comes from owner of LITTLE HOUSE ON THE PRAIRIE Mark, when  
18 | in truth and in fact, it does not.

19 | 44. By way of contrast, another museum dedicated to Wilder’s memory, the  
20 | Laura Ingalls Wilder Museum in Walnut Grove, Minnesota, also operates a website  
21 | and on-line store. It also offers various merchandise as souvenirs of a visit to the  
22 | museum, including books by and about Wilder and regional crafts; T-shirts; dolls and  
23 | doll clothing; and such souvenirs as cookie cutters, figurines, playing cards,  
24 | keychains, jewelry and plush toys. In contrast to the LHOPI’s site, however, the  
25 | merchandise on the Walnut Grove site does not infringe plaintiff’s Mark; the  
26 | merchandise is either generic and/or evocative of the period, is an authorized use in  
27 | association with the Book or the TV Series, or uses the Laura Ingalls Wilder name in  
28 | a purely descriptive sense to identify the museum. There is no use of the Mark

1 suggesting that the merchandise comes from owner of the LITTLE HOUSE ON THE  
2 PRAIRIE Mark.

3 **PLAINTIFF'S CONTINUING EFFORTS TO EXPLOIT THE MARK**

4 45. In addition to broadcast of the TV Series on NBC from 1974 to 1984  
5 and the continuous syndication of the TV Series ever since, the licensing of the use  
6 of the Mark on and in connection with VideoDiscs, VHS tapes and DVDs released  
7 and distributed continuously since about 1981 and the plethora of goods sold under  
8 the Mark pursuant to licensing agreements entered by Friendly for decades, Friendly  
9 has continued to actively seek to license use of the Mark on and in connection with a  
10 variety of merchandise.

11 46. Over the decades, plaintiff has carefully selected licensees for sale of  
12 merchandise and monitored and policed the quality of merchandise sold under and  
13 pursuant to the Mark so as to maintain the goodwill inherent therein, consistent with  
14 the values attributed to Ms. Wilder and prevalent in her Copyrighted Works.  
15 Plaintiff has also endeavored to maintain that a high quality of merchandise be sold  
16 under and pursuant to the Mark, so as to further bolster the attendant goodwill.

17 47. It is industry custom and practice to release merchandise in connection  
18 with the launch or re-launch of copyrighted works in new formats or media and/or  
19 after time. For instance, studios today devise elaborate merchandising campaigns  
20 prior to the release of certain motion pictures which they anticipate will be successful  
21 and which lend themselves, by genre and by topicality, to the release of collateral  
22 merchandise trading upon the success of the release or relaunch of the work.

23 48. Studios carefully time the release of collateral merchandise in  
24 conjunction with the release of a motion picture or television program in order to  
25 capitalize upon the popularity of the entertainment property and to further reinforce  
26 public awareness of the trademarks attendant that property as indicia of the origin or  
27 source of the motion picture or television program.  
28

1 49. This synergy between theatrical release of a motion picture or television  
2 program and the licensing, coordination, and sale of merchandise is particularly  
3 evident in entertainment properties targeted at children, as the market for collateral  
4 merchandise thrives in substantial part because of the popularity of such products  
5 among young people.

6 50. Indeed, it was precisely because of the link between release or re-release  
7 of media properties on the one hand and collateral merchandising campaigns tied to  
8 them on the other, that Friendly decided not to renew certain of its outstanding  
9 licenses for use of the Mark on merchandise in or around the turn of the last century,  
10 so that it would stand free and clear of outstanding licenses in connection with  
11 Friendly's further and renewed efforts to license the Copyrighted Works for use on  
12 and in connection with television, stage musicals, and motion picture rights.

13 51. The continuing popularity of the TV Series, as evidenced by its  
14 continuous syndication, coupled with the now prevalent industry practice of  
15 converting properties best known in one media decades ago into new properties in  
16 another media (such as the theatrical remake of the motion picture *Grease* or the  
17 motion picture release of the television series *Sex in the City*), render *Little House on*  
18 *the Prairie* an exceedingly "hot" prospect for development or relaunch, as witnessed  
19 by the Stage Musical.

20 52. Friendly may be unable to exploit its rights to produce the Copyrighted  
21 Works in other media and forms such as motion picture format or such exploitation  
22 will be rendered more difficult, if it does not have free and clear title to the use of the  
23 Mark on and in connection with merchandise because, upon information and belief,  
24 the inability to warrant and represent ownership of those rights will either  
25 substantially diminish the interest of media companies in acquiring such rights or, at  
26 a minimum, substantially reduce the amount they are willing to advance for such  
27 rights, as the ability to recoup their investment by sales of merchandise will  
28 correspondingly diminish.

1 53. Plaintiff stands poised to license the rights in and to the Mark but is  
2 unable to do so because of defendant's competing claim of entitlement and because  
3 of defendant's continuing sale of Infringing Merchandise under the Mark incidentally  
4 at the Homestead, and with far more potential for damage, online at their Website.

5 54. The producers of the Stage Musical are interested in acquiring from  
6 Friendly the merchandising rights including the right to use the Mark on collateral  
7 merchandise in connection with the Stage Musical.

8 55. LHOPI's use of the Mark is wholly unauthorized and constitutes an  
9 intent to capitalize on the immense popularity of the Mark and the underlying literary  
10 properties for financial gain.

11 56. Plaintiff has made known to defendant its position with respect to  
12 defendant's use of the Mark on and in connection with merchandise at the Museum  
13 and on the Website and, nonetheless, defendant continues to sell Infringing  
14 Merchandise under the Mark without authorization or license or from plaintiff in  
15 wholesale derogation of plaintiff's rights.

16 **FIRST CLAIM FOR RELIEF**

17 **(Unfair Competition and False Designation of Origin, 15 U.S.C. § 1125(A))**

18 57. Plaintiff repeats and realleges each and every allegation of paragraphs 1  
19 through and including 56 set forth hereinabove, as if the same were fully set forth  
20 herein.

21 58. Plaintiff's claim arises under Section 43(a) of the Lanham Act, 15  
22 U.S.C. § 1125(a), for false designation of origin and false descriptions and  
23 representations in interstate commerce.

24 59. As stated above, Friendly is the owner of all rights in and to the Mark  
25 for use on and in connection with, *inter alia*, merchandise and television, theme park,  
26 and motion picture properties.

27 60. Friendly has used the Mark on and in connection with a wide variety of  
28 entertainment products and other merchandise, including but not limited to the TV

1 Series and DVDs of the TV Series, the Mini-Series and DVDs of the Mini-Series,  
2 dolls, mugs, masks, costumes, games and calendars, all in interstate commerce  
3 throughout the United States and indeed, worldwide.

4 61. Through the extensive advertising and promotional activities and  
5 merchandising and licensing activities of Friendly and its predecessors-in-interest,  
6 the Mark has acquired secondary meaning and is a famous mark.

7 62. Friendly has established and maintained extensive goodwill in the Mark,  
8 and it is uniquely associated with Friendly and/or the origin and source of the Book,  
9 the TV Series and the Mini-Series in the minds of the general public.

10 63. LHOPI has used and continues to use the Mark and other indicia of the  
11 Book and TV Series on and/or in connection with similar products, such as dolls,  
12 games and calendars, and to use the Mark on the kinds of merchandise that are  
13 readily assumed by the consuming public to come from the same source as the source  
14 of the entertainment properties offered under that Mark.

15 64. As offered for sale over the Internet, LHOPI's Infringing Merchandise is  
16 targeted to the same consumers as Friendly and its authorized licensees have targeted  
17 and will target their own *Little House on the Prairie* merchandise in interstate  
18 commerce throughout the United States.

19 65. LHOPI's sales of its Infringing Merchandise have had and will have an  
20 adverse effect upon Friendly's business in this District, the State of California and  
21 throughout the United States.

22 66. Upon information and belief, LHOPI's offering for sale, sale,  
23 distribution and advertising of its Infringing Merchandise are designed to deceive and  
24 have deceived customers and prospective customers into believing that the Infringing  
25 Merchandise is authorized, licensed or otherwise approved by Friendly and/or those  
26 who own and control the rights in and to the Book and/or the TV Series and the  
27 Mini-Series.  
28

1 67. As a direct and proximate result of defendant's actions, the public is  
2 likely to be confused as to the origin and source of the Infringing Merchandise and/or  
3 to believe that LHOPI is licensed, sponsored, or otherwise authorized by Friendly  
4 and/or those who own and control the rights in and to the Book, the TV Series, and  
5 the Mini-Series to offer the Infringing Merchandise.

6 68. As a direct and proximate result of LHOPI's actions, Friendly is entitled  
7 to injunctive relief enjoining and restraining LHOPI from use of the Mark on and in  
8 connection with merchandise throughout the United States.

9 69. Because Friendly cannot control the nature and quality of defendant's  
10 goods, LHOPI's infringing activities have had and will have an adverse effect on  
11 Friendly's business and reputation in this District, the State of California and  
12 throughout the United States, and Friendly has no adequate remedy at law.

13 70. As a direct and proximate result of LHOPI's actions, Friendly has been  
14 injured and will continue to suffer damages this District, the State of California and  
15 throughout the United States in an amount presently unknown and to be determined  
16 at trial.

17 **SECOND CLAIM FOR RELIEF**

18 **Common Law Trademark Infringement**

19 71. Plaintiff repeats and realleges each and every allegation of paragraphs 1  
20 through and including 56 set forth hereinabove as if the same were fully set forth  
21 herein.

22 72. Plaintiff's claim arises under the common law of California for  
23 trademark infringement.

24 73. The use by LHOPI of the Mark on and in connection with the sale and  
25 offering for sale of the Infringing Merchandise is in violation of Friendly's common  
26 law rights to the exclusive use of its LITTLE HOUSE ON THE PRAIRIE Mark for  
27 merchandise throughout California and the United States.  
28

1 74. As a direct and proximate result of LHOPI's infringing conduct,  
2 Friendly is entitled to injunctive relief enjoining and restraining LHOPI from use of  
3 the Mark throughout the United States on merchandise.

4 75. As a direct and proximate result of LHOPI's infringing conduct,  
5 Friendly has suffered and will continue to suffer lost profits and damage to its  
6 business reputation and goodwill in this District, the State of California and  
7 throughout the United States, providing no adequate remedy at law.

8 76. As a direct and proximate result of LHOPI's infringing conduct,  
9 Friendly has been injured and will continue to suffer damages in this District, the  
10 State of California and throughout the United States in an amount presently unknown  
11 and to be determined at trial.

12 **THIRD CLAIM FOR RELIEF**

13 **(Trademark Dilution, 15 U.S.C. § 1125(C))**

14 77. Plaintiff repeats and realleges each and every allegation of paragraphs 1  
15 through and including 56 set forth hereinabove, as if the same were fully set forth  
16 herein.

17 78. Plaintiff's claim arises under Section 43(c) of the Lanham Act, 15  
18 U.S.C. § 1125(c).

19 79. As above-described, Friendly owns a "famous" Mark as defined by 15  
20 U.S.C. § 1125(c)(1)(a) through (h), by reason of its ownership rights in the LITTLE  
21 HOUSE ON THE PRAIRIE Mark.

22 80. LHOPI's above-described uses of the Mark on merchandise began after  
23 Friendly's Mark had become famous.

24 81. LHOPI's above-described infringing uses on merchandise are likely to  
25 cause actual dilution of Friendly's Mark in that they are likely to lessen the capacity  
26 of the aforesaid Mark to identify and distinguish Friendly's, or its licensees's, goods  
27 and services as defined in 15 U.S.C. § 1127.  
28

1 82. As a direct and proximate result thereof, Friendly is entitled to  
2 injunctive relief enjoining and restraining LHOPI from use of the LITTLE HOUSE  
3 ON THE PRAIRIE Mark throughout the United States.

4 83. Friendly has no adequate remedy at law.

5 **FOURTH CLAIM FOR RELIEF**

6 **(Dilution, Cal. Bus. & Prof. Code § 14330)**

7 84. Plaintiff repeats and realleges each and every allegation of paragraphs 1  
8 through and including 56 and 79 through and including 81 set forth hereinabove, as if  
9 the same were fully set forth herein.

10 85. Plaintiff's claim arises under California Business & Professions Code §  
11 14330 for dilution.

12 86. LHOPI's use of the Mark in California tends to dilute the distinctive  
13 quality of the Mark, to reduce the value of Friendly's goodwill therein, and to destroy  
14 the exclusive association by the public of the Mark with Friendly and/or its  
15 predecessors-in-interest.

16 87. As a direct and proximate result thereof, Friendly is entitled to  
17 injunctive relief enjoining and restraining LHOPI from use of the Mark throughout  
18 the United States.

19 88. Friendly has no adequate remedy at law.

20 **FIFTH CLAIM FOR RELIEF**

21 **(California Unfair Competition, Cal. Bus. & Prof. Code § 17200)**

22 89. Plaintiff repeats and realleges each and every allegation of paragraphs 1  
23 through and including 56 set forth hereinabove, as if the same were fully set forth  
24 herein.

25 90. Plaintiff's claim arises under California Business & Professions Code §  
26 17200 for unfair competition.

27 91. Friendly is informed and believes that with full knowledge of the  
28 existence and fame of the Mark, LHOPI has attempted to trade upon the goodwill

1 and fame of the Mark, and has misled and will mislead the public into assuming a  
2 connection or association between the merchandise that LHOPI offers under the  
3 Mark on the one hand, and Friendly and the merchandise it and its licensees offer and  
4 will offer under the Mark, on the other.

5 92. LHOPI's use of the Mark, including but not limited to use on  
6 merchandise offered for sale on its Website, has caused and/or is likely to cause  
7 damage to Friendly in this District, the State of California and throughout the United  
8 States by tarnishing the valuable reputation and goodwill Friendly has established in  
9 the Mark and diluting the distinctiveness of the Mark.

10 93. The aforesaid acts by LHOPI in falsely suggesting a connection with  
11 Friendly and/or its predecessor-in-interest, in tarnishing the reputation of Friendly  
12 and its products, and in diluting the distinctive nature of Friendly's Mark, constitute  
13 acts of unfair competition in violation of Cal. Bus. & Prof. Code § 17200 and the  
14 common law.

15 94. As a direct and proximate result of LHOPI's infringing conduct,  
16 Friendly is entitled to injunctive relief enjoining and restraining LHOPI from use of  
17 the Mark on merchandise throughout the United States.

18 95. As a direct and proximate result of the willful acts of LHOPI, Friendly  
19 has been and will continue to be irreparably injured in this District, the State of  
20 California and throughout the United States, with no adequate remedy at law.

21 **SIXTH CLAIM FOR RELIEF**

22 **(False Advertising, 15 U.S.C. § 1125(A))**

23 96. Plaintiff repeats and realleges each and every allegation of paragraphs 1  
24 through and including 56 set forth hereinabove, as if the same were fully set forth  
25 herein.

26 97. Plaintiff's claim arises under Section 43(a)(2) of the Lanham Act, 15  
27 U.S.C. § 1125(a)(2) for false advertising.  
28

1 98. In connection with the commercial advertising and promotion of the  
2 Infringing Merchandise in interstate commerce, combined with the commercial  
3 advertising and promotion of the Misleading Merchandise on the Website; the  
4 above-described statements on the Website store linking the Infringing Merchandise  
5 with the Book and TV Series, and the characters, costumes and key plot elements  
6 thereof, are designed to and do create the false and misleading impression that  
7 Friendly and/or the originators of the Book and TV Series are the source of LHOPI's  
8 authority to manufacture and sell the Infringing Merchandise, when in truth and in  
9 fact they are not, and LHOPI's actions are wholly unauthorized.

10 99. LHOPI's legitimate offers for sale of the HarperCollins' books, Disney  
11 DVDs, videos and DVDs of the TV Series and other authorized products sold under  
12 the Mark on the Website, together with its description of generic products it offers  
13 for sale by reference to the names of characters and places in the Book, compound  
14 the false association and/or connection and further enhance the false implication that  
15 the Infringing Merchandise sold on the Website is authorized, endorsed, or sponsored  
16 by Friendly and/or the originators of the Book and TV Series.

17 100. Such statements are material, implicitly false and misleading  
18 commercial statements in violation of Section 43(a)(2) of the Lanham Act, 15 U.S.C.  
19 § 1125(a)(2).

20 101. LHOPI's conduct is willful.

21 102. LHOPI's false and misleading commercial statements about the source  
22 of the Infringing Merchandise are likely to deceive, and have deceived, consumers  
23 and have caused and are likely to cause harm to Friendly.

24 103. As a direct and proximate result of LHOPI's false and misleading  
25 commercial statements, Friendly has suffered and will continue to suffer irreparable  
26 injury in this District, the State of California and throughout the United States,  
27 providing no adequate remedy at law.  
28

1 104. As a direct and proximate result of LHOPI's false and misleading  
2 statements, Friendly has been injured and will continue to suffer damages in this  
3 District, the State of California and throughout the United States in an amount  
4 presently unknown and to be determined at trial.

5 **SEVENTH CLAIM FOR RELIEF**

6 **(False Advertising, Cal. Bus. & Prof. Code § 17500)**

7 105. Plaintiff repeats and realleges each and every allegation of paragraphs 1  
8 through 56 and 98 through and including 102 set forth hereinabove, as if the same  
9 were fully set forth fully herein.

10 106. Plaintiff's claim arises under California Business & Professions Code  
11 § 17500 for false advertising.

12 107. LHOPI's above-described false and misleading commercial statements  
13 are in violation of California Business and Professions Code § 17500.

14 108. As a direct and proximate result thereof, Friendly is entitled to  
15 injunctive relief enjoining and restraining LHOPI from use of the Mark on  
16 merchandise throughout the United States.

17 109. Friendly has no adequate remedy at law.

18 **EIGHTH CLAIM FOR RELIEF**

19 **(For Cancellation of Defendant's Registered Trademarks,**

20 **15 U.S.C. §§ 1064, 1119)**

21 110. Plaintiff repeats and realleges each and every allegation of paragraphs 1  
22 through and including 56 set forth hereinabove, as if the same were set forth fully  
23 herein.

24 111. Plaintiff's claim arises under 15 U.S.C. § 1064(1) and (3).

25 112. As above-described, defendant has applied to register and received  
26 registrations for the Mark for use on and in connection with clothing (Reg. No.  
27 2988016) and, separately, for toys (Reg. No. 3082148).  
28

1 113. Those registered trademarks are being used by LHOPI so as to  
2 misrepresent the source of the goods and services on and in connection with which  
3 the Mark is used.

4 114. Plaintiff and its predecessors-in-interest have used and continue to use  
5 the Mark on and in connection with similar goods and/or goods and plan to use the  
6 Mark on many if not most of the same goods as Friendly is likely to with respect to  
7 which it is likely that plaintiff will "bridge the gap" from current to future uses; it is  
8 also likely that the consuming public will, by reason of a connection or association  
9 between entertainment products on the one hand and related collateral merchandise  
10 on the other, be confused and deceived as to the origin and source of LHOPI's  
11 merchandise bearing the Mark.

12 115. As a consequence, Friendly believes that it has been and will be  
13 damaged and the public is likely to be confused by reason of the Registrations of the  
14 Mark on the Principal Register held by defendant.

15 116. Plaintiff has no remedy of law.

16 117. Plaintiff therefore seeks cancellation of defendant's registered  
17 trademarks.

18 **NINTH CLAIM FOR RELIEF**

19 **(For Tortious interference With Prospective Business Advantage )**

20 118. Plaintiff repeats and realleges each and every allegation of paragraphs 1  
21 through and including 56 set forth hereinabove, as if the same was set forth fully  
22 herein.

23 119. Plaintiff's claim arises under the common law of the State of California.

24 120. As above-described, Friendly owns the merchandising rights in and to  
25 the Copyrighted Works, including the Book and the characters and plot elements  
26 thereof, pursuant to the Agreement with the predecessors in interest of the Little  
27 House Heritage Trust.  
28

1 121. As above-described, Global Prairie Productions, Inc. has contracted with  
2 the Trust to produce a stage musical version of the Book, which production has  
3 opened at the Guthrie Theater in Minneapolis.

4 122. The producers of that Stage Musical approached Friendly to negotiate  
5 for the merchandising rights to create a range of merchandise bearing the Mark, to  
6 coincide with the opening of the musical at the Guthrie Theater and for sale during its  
7 run at that venue. In the course of those negotiations, the producers advised Friendly  
8 of their concerns about the registrations of the Mark issued to LHOPI; upon  
9 information and belief, as a direct consequence of that concern, they broke off  
10 negotiations soon thereafter. As a result, no new authorized merchandise was created  
11 or offered for sale at the Guthrie Theater during the Stage Musical's highly  
12 successful run, to plaintiff's substantial and continuing damage.

13 123. The producers of that Stage Musical have since advised Friendly that  
14 they plan a national tour beginning in the fall of 2009 and would like to move the  
15 musical to Broadway in New York City. They have also advised Friendly that they  
16 continue to seek to license the merchandising rights from Friendly, but, given the  
17 registrations of the Mark issued to LHOPI, they have sought concessions from  
18 Friendly and remain concerned about finalizing the deal.

19 124. In addition to the Stage Musical, Friendly is and has been for some time  
20 in active negotiations with respect to potential exploitation of others of the rights it  
21 has under the Agreement with the Trust including negotiations with various of the  
22 motion picture producers located in this District. While LHOPI continues to claim  
23 rights in the Mark, Friendly has been reluctant to conclude a deal with any of the  
24 movie studios to grant the right to manufacture and distribute the full array of  
25 merchandise under the Mark in connection with any motion picture release. Because  
26 of the cloud on title by reason of defendant's actions and by reason of defendant's  
27 sale of the Infringing Merchandise, Friendly cannot represent and warrant that it can  
28 deliver those exclusive rights free and clear of any potential adverse claim.

1 125. Defendant has been aware since at least February 2008 that plaintiff and  
2 representatives of the Stage Musical producers are in negotiations for a license to use  
3 the Mark in merchandising connected to the Stage Musical's run at the Guthrie  
4 Theater, the planned national tour and the Broadway run, and defendant has been  
5 advised that its continued assertion of rights in the Mark is threatening Friendly's  
6 successful completion of those negotiations and other prospective business prospects.

7 126. Defendant's refusal to assign or abandon its trademark registrations and  
8 its continuing assertion of rights in and to the Mark without cause or justification  
9 therefor, having adopted that Mark with full knowledge of the rights of plaintiff and  
10 plaintiff's predecessors-in-interest, and having gradually escalated its use of the Mark  
11 beyond the descriptive to widespread use in interstate commerce, on the Internet and  
12 worldwide, and its continued violation of Friendly's rights in the Mark constitutes  
13 tortious interference with Friendly's prospective business advantage with respect to  
14 its exploitation of its rights under the Agreement with the Trust.

15 127. Plaintiff has no adequate remedy at law.

16 128. Plaintiff has sustained and will continue to sustain damages in an  
17 amount presently unknown in this District, the State of California and throughout the  
18 United States in amount presently unknown and to be determined at trial.

19 **REQUEST FOR RELIEF**

20 WHEREFORE, Friendly requests judgment against LHOPI, as follows:

21 A. For a preliminary and permanent injunction prohibiting defendant and  
22 its respective agents, servants, employees, officers, successors, licensees and assigns,  
23 and all persons acting in concert or participation with each or any of them, from  
24 (i) using the LITTLE HOUSE ON THE PRAIRIE Mark or any other colorable  
25 imitations of Friendly's Mark, on and in connection with the manufacture,  
26 advertisement, promotion, distribution and/or sale of any merchandise and  
27 (ii) tortiously interfering with Friendly's prospective business advantage by claiming  
28 ownership rights in the Mark for use on and in connection with merchandise;

1 B. For a preliminary and permanent injunction prohibiting defendant and  
2 its respective agents, servants, employees, officers, attorneys, successors, licensees  
3 and assigns, and all persons acting in concert or participation with each or any of  
4 them, from infringing the Mark in any manner;

5 C. For an award of actual damages plaintiff has sustained as a result of  
6 defendant's acts of infringement, unfair competition and dilution of the Mark, false  
7 advertising, and tortious interference with prospective business advantage, pursuant  
8 to 15 U.S.C. §§ 1117(a) and 1125(a) and the common law, and a trebling of such  
9 damages;

10 D. For an order requiring defendant to account for and pay over to plaintiff  
11 all gain, profits and advantages derived by defendant from its acts of infringement,  
12 unfair competition and dilution of the Mark and false advertising, pursuant to 15  
13 U.S.C. §§ 1117(a) and 1125(a) and (c) and the common law;

14 E. For an order cancelled Reg. Nos. 2988016 and 3082148, pursuant to 15  
15 U.S.C. §§ 1064, 1119;

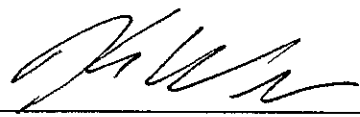
16 F. For an order awarding plaintiff's attorney's fees, costs and  
17 disbursements in this action;

18 G. For prejudgment interest according to law; and

19 H. For such other relief as the Court may deem just and proper.

20 DATED: October 7, 2008

DAVIS WRIGHT TREMAINE LLP

21  
22 By: 

23 Kevin L. Vick  
24 Marcia B. Paul (*pro hac vice* application  
25 forthcoming)  
26 Christopher J. Robinson (*pro hac vice*  
27 application forthcoming)

28 *Attorneys for Plaintiff*  
*Friendly Family Productions LLC*

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

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

This case has been assigned to District Judge Mariana P. Pfaelzer and the assigned discovery Magistrate Judge is Frederick F. Mumm.

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

**CV08- 6602 MRP (FFMx)**

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

The United States District Judge assigned to this case will review all filed discovery motions and thereafter, on a case-by-case or motion-by-motion basis, may refer discovery related motions to the Magistrate Judge for hearing and determination

=====  
**NOTICE TO COUNSEL**

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

Subsequent documents must be filed at the following location:

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

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

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

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

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FRIENDLY FAMILY PRODUCTIONS LLC  
*A California limited liability company*  
PLAINTIFF(S)

CASE NUMBER  
**CV08-06602 MRP (FFM)**

v.

LITTLE HOUSE ON THE PRAIRIE, INC.  
*A Kansas Corporation*  
DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S): LITTLE HOUSE ON THE PRAIRIE, INC.

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Kevin L. Vick, whose address is Davis Wright Tremaine, LLP, 865 S. Figueroa St., #2400, Los Angeles, California 90017-2566. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

**OCT - 7 2008**

**LA'REE HORN**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Deputy Clerk



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

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

|  |   |
|--|---|
| <b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> )<br>FRIENDLY FAMILY PRODUCTIONS LLC  | <b>DEFENDANTS</b><br>LITTLE HOUSE ON THE PRAIRIE, INC.  |
| <b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)<br>Kevin L. Vick (State Bar No. 220738)<br>DAVIS WRIGHT TREMAINE LLP<br>865 S. Figueroa Street, 24th Floor<br>Los Angeles, CA 90017-2566<br>(213) 633-6800 | Attorneys (If Known)<br>Eric H. Weimers<br>Ryndak & Suri LLP<br>200 West Madison St., Suite 2100<br>Chicago, IL 60606<br>(312) 419-7010 |

|  |   |                            |   |                                       |                                       |            |            |                       |                            |                            |   |                                       |                            |                          |                            |                            |   |                            |                                       |   |                            |                            |                |                            |                            |
|--|---|----------------------------|---|---------------------------------------|---------------------------------------|------------|------------|-----------------------|----------------------------|----------------------------|---|---------------------------------------|----------------------------|--------------------------|----------------------------|----------------------------|---|----------------------------|---------------------------------------|---|----------------------------|----------------------------|----------------|----------------------------|----------------------------|
| <b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)<br><br><input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)<br><input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) | <b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b><br>(Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:33%; text-align: center;"><b>PTF</b></td> <td style="width:33%; text-align: center;"><b>DEF</b></td> <td style="width:33%;"></td> <td style="width:33%; text-align: center;"><b>PTF</b></td> <td style="width:33%; text-align: center;"><b>DEF</b></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 checked="" 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 checked="" 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> |                            | <b>PTF</b>  | <b>DEF</b>                            |                                       | <b>PTF</b> | <b>DEF</b> | Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input checked="" 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 checked="" 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 |
|  | <b>PTF</b>  | <b>DEF</b>                 |   | <b>PTF</b>                            | <b>DEF</b>                            |            |            |                       |                            |                            |   |                                       |                            |                          |                            |                            |   |                            |                                       |   |                            |                            |                |                            |                            |
| Citizen of This State  | <input type="checkbox"/> 1  | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State     | <input checked="" 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 checked="" type="checkbox"/> 5 |            |            |                       |                            |                            |   |                                       |                            |                          |                            |                            |   |                            |                                       |   |                            |                            |                |                            |                            |
| Citizen or Subject of a Foreign Country  | <input type="checkbox"/> 3  | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |            |            |                       |                            |                            |   |                                       |                            |                          |                            |                            |   |                            |                                       |   |                            |                            |                |                            |                            |

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

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

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

**CLASS ACTION under F.R.C.P. 23:**  Yes  No       **MONEY DEMANDED IN COMPLAINT:** \$ To be determined.

**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. Sections 1064, 1119, 1125(a)&(c). Family Friendly Productions LLC brings this action for trademark infringement, unfair competition, and trademark dilution against defendant Little House on the Prairie, Inc.

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

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

**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 |
| Los Angeles 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 |
|                           | Kansas  |

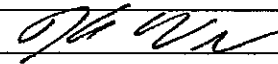
(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

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

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

\* 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 October 7, 2008  
Kevin L. Vick

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))   |