



4. This Court has personal jurisdiction over Fetman in that this action arises from her transaction of business within this District, and in that Fetman is doing business within this District.

5. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b) in that Fetman resides in this District and/or a substantial part of the events or omissions giving rise to the claims herein occurred in this District.

**Facts Common to all Counts**

6. In 1994, *Playboy* was the first magazine with an online presence. Since its historic launch, Playboy has owned and operated [www.playboy.com](http://www.playboy.com) – one of the world’s most popular men’s websites (the “Site”) with more than four million unique global visitors and nearly sixty million page views monthly.

7. The Site features the finest in entertainment for men, including pictorials, editorials, fiction, animation, videos and related content.

8. One of Playboy’s most popular features on the Site has been its long-running Playboy Advisor column. The column was originally featured in *Playboy* magazine in September 1960 and provided a forum for readers to submit questions of all types to a Playboy expert.

9. Playboy sought to continue its tradition of advice to its readers by creating a new column on the Site through which a lawyer would provide advice on love-related matters in the tradition of the Playboy Advisor.

10. On or around November, 2007, one of Playboy’s senior editors coined the phrase **LAWYER OF LOVE** for this new column.

11. On or around January 11, 2008, Playboy issued a national press release publicly announcing its upcoming LAWYER OF LOVE column and thereby using the LAWYER OF LOVE trademark in interstate commerce.

12. Fetman, a local Chicago divorce attorney, had gained notoriety for the brash advertising of her law firm on local billboards wherein she was featured wearing lingerie. Given that she was a local lawyer with some exposure, Playboy approached her to write the LAWYER OF LOVE column.

13. On March 19, 2008, Playboy entered into a written agreement with Fetman under which she was to provide freelance articles for the LAWYER OF LOVE column (“Agreement”). A complete and correct copy of the Agreement is attached hereto as Exhibit 1.

14. In accordance with the Agreement, Fetman was to provide content on a weekly basis for Playboy’s LAWYER OF LOVE column (“Material”) which constituted “work made for hire” basis. Fetman specifically waived any intellectual property rights she may have had to the Material, including the trademark LAWYER OF LOVE. Agreement ¶¶ 1, 2.

15. Fetman continued to write the column until approximately July, 2008, when the Agreement was terminated by Playboy.

16. Nearly a year after Playboy terminated the Agreement, on or about August 13, 2009, Fetman filed an application with the United States Patent and Trademark Office seeking to register the LAWYER OF LOVE trademark. An excerpt from the records of the United States Patent and Trademark Office database is attached hereto as Exhibit 2. Fetman filed the application without Playboy’s knowledge or authorization.

17. Fetman's attempt to register the LAWYER OF LOVE trademark was and continues to be in violation of Playboy's exclusive trademark rights which Playboy established through its use of the mark since at least as early as January, 2008.

18. Further, Fetman continues to represent to the public through her web sites that she has an existing association with Playboy and is currently the author of Playboy's LAWYER OF LOVE column.

19. Fetman's attempt to register the LAWYER OF LOVE mark, along with the false statements concerning her relationship with Playboy result in irreparable harm and injury to Playboy. Further, Fetman's actions are designed to deceive the public as to the ownership of the LAWYER OF LOVE mark, and falsely represents a sponsorship by and/or association with Playboy, thereby wrongfully seeking to trade and capitalize upon Playboy's reputation and goodwill.

**COUNT I**

**Federal Unfair Competition/False Designation of Origin**

20. Playboy repeats and realleges paragraphs 1 through 19 of this Complaint as if fully set forth herein.

21. Fetman's statements regarding and links to Playboy's LAWYER OF LOVE column falsely describe to the general public the relationship between Playboy and Fetman. Such false designation of origin creates a likelihood of confusion amongst consumers as to both the source and sponsorship of such material as well as Fetman's relationship or affiliation with Playboy.

22. Fetman's aforesaid acts are in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), in that Fetman uses, in connection with goods and services, a false designation of origin in interstate commerce.

23. Unless Fetman is restrained and enjoined by this Court, said acts will continue to cause damage and irreparable injury to Playboy and the goodwill it has established in its LAWYER OF LOVE trademark. Further, such false designation is fraudulent to the general public.

24. Playboy has no adequate remedy at law and, if Fetman's activities are not enjoined, will continue to suffer irreparable harm and injury to its goodwill and reputation.

**COUNT II**  
**Illinois Uniform and Deceptive Trade Practices**

25. Playboy repeats and realleges paragraphs 1 through 24 of this Complaint as if fully set forth herein.

26. Fetman has harmed Playboy by falsely suggesting that she is affiliated with Playboy and its LAWYER OF LOVE mark.

27. Fetman's conduct is likely to deceive the public into believing that she is currently authorized by, affiliated with, or sponsored by Playboy.

28. Fetman's conduct constitutes deceptive trade practices, in violation of the Illinois Uniform and Deceptive Trade Practice Act, 815 ILCS § 510/107.

29. As a result of the aforesaid acts by Fetman, Playboy has suffered and continues to suffer substantial damages and irreparable injury, which damages and injury cannot be accurately computed at this time.

30. Unless Fetman is restrained and enjoined by this Court, said acts will continue to cause damage and irreparable injury to Playboy, its goodwill, and confusion amongst the general public.

31. Playboy has no adequate remedy at law.

**COUNT III**  
**Illinois Unfair and Deceptive Business Practices**

32. Playboy repeats and realleges paragraphs 1 through 31 of this Complaint as if fully set forth herein.

33. Fetman has injured Playboy by attempting to deceive the public as to a current association between Fetman and Playboy and by falsely suggesting that she is affiliated with Playboy and its LAWYER OF LOVE mark.

34. Fetman's conduct constitutes deceptive and unfair business practices in violation of the Illinois Consumer Fraud and Deceptive Business Practice Act, 815 ILCS §§ 505 1-12.

35. As a result of the aforesaid acts by Fetman, Playboy has suffered and continues to suffer substantial damages and irreparable injury, which damages and injury cannot be accurately computed at this time.

36. Unless Fetman is restrained and enjoined by this Court, said acts will continue to cause damage and irreparable harm to Playboy, its goodwill, and confusion amongst the general public.

37. Playboy has no adequate remedy at law.

**COUNT IV**  
**Common Law Trademark Infringement**

38. Playboy repeats and realleges paragraphs 1 through 37 of this Complaint as if fully set forth herein.

39. Fetman has injured Playboy by using or attempting to use LAWYER OF LOVE in connection with goods and/or services, thereby causing a likelihood of confusion among the relevant public as to Fetman's affiliation with Playboy and its LAWYER OF LOVE mark.

40. Fetman's conduct constitutes trademark infringement under the common law of the State of Illinois.

41. As a result of the aforesaid acts by Fetman, Playboy has suffered and continues to suffer substantial damages and irreparable injury, which damages and injury cannot be accurately computed at this time.

42. Unless Fetman is restrained and enjoined by this Court, said acts will continue to cause damage and irreparable harm to Playboy, its goodwill, and confusion amongst the general public.

43. Playboy has no adequate remedy at law.

**COUNT V**  
**Common Law Unfair Competition**

44. Playboy repeats and realleges paragraphs 1 through 43 of this Complaint as if fully set forth herein.

45. Fetman has harmed Playboy by injuring its business reputation and by falsely asserting a current association between Fetman and Playboy and its LAWYER OF LOVE mark.

46. Fetman's conduct is likely to deceive or confuse the public into believing that Fetman is currently affiliated with Playboy.

47. Fetman's conduct constitutes unfair competition under the common law of the State of Illinois.

48. As a result of the aforesaid acts by Fetman, Playboy has suffered and continues to suffer substantial damages and irreparable injury, which damages and injury cannot be accurately computed at this time.

49. Unless Fetman is restrained and enjoined by this Court, said acts will continue to cause damage and irreparable harm to Playboy, its goodwill, and confusion amongst the general public.

50. Playboy has no adequate remedy at law.

**COUNT VI**  
**Breach of Contract**

51. Playboy repeats and realleges paragraphs 1 through 50 of this Complaint as if fully set forth herein.

58. The Agreement entered into between Playboy and Fetman is a valid and enforceable contract.

59. Playboy has fully performed all of its material obligations under the Agreement.

60. Fetman has attempted to register and use the LAWYER OF LOVE trademark in material breach of the terms of the Agreement.

61. Playboy has suffered and continues to suffer damages as a result of Fetman's actions.



**WHEREFORE**, Playboy respectfully prays that this Court:

- I. Issue a temporary restraining order and/or a preliminary injunction:
  - (a) Restraining, enjoining and prohibiting Fetman, her respective agents, servants, employees, attorneys, successors and assigns, and all persons, firms and corporations acting in concert or participation with Fetman or on Fetman's behalf, from:
    - (1) Using LAWYER OF LOVE or any confusingly similar variation of LAWYER OF LOVE, in connection with her business; or
    - (2) Representing that Fetman or her business, or any goods and services are sponsored or affiliated with Playboy, unless the statement is true; and
- II. After a hearing on the merits, issue a Permanent Injunction prohibiting Fetman from using the LAWYER OF LOVE trademark or creating a likelihood of confusion as to an association between Playboy and Fetman; and
- III. After a hearing on the merits, grant Playboy an award of damages against Fetman, which should be trebled pursuant to the provisions of the Lanham Act, and/or Illinois Statutory and/or common law, grant Playboy's costs and attorneys' fees associated with pursuing this action and prejudgment interest against Fetman; and
- IV. Grant Playboy such other and further relief as this Court deems to be reasonable, necessary, and just.

Dated: November 9, 2009

SEYFARTH SHAW LLP

By: s/ Jason P. Stiehl  
One of the Attorneys for the Plaintiff  
PLAYBOY.COM, INC..

Bart A. Lazar, Esq.  
Jason P. Stiehl, Esq.  
**SEYFARTH SHAW LLP**  
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Chicago, Illinois 60603  
Telephone: (312) 460-5000  
Facsimile: (312) 460-7000

Attorneys for Plaintiff  
Playboy.com, Inc

***Exhibit 1***

**PLAYBOY**

March 6<sup>th</sup>, 2008

Corri Fetman  
Fetman, Garland & Associates  
22 West Jackson Boulevard  
Suite 200  
Chicago, IL. 60604

Dear Ms. Fetman,

This letter, when it is countersigned by you and returned to Playboy.com, Inc., (“Playboy” “us” or “we”), located at 680 N. Lake Shore Drive, Chicago, IL. 60611, will constitute and confirm our Agreement concerning the freelance material – specifically, a weekly column entitled “The Lawyer of Love” from January 1, 2008 through December 31, 2008 (“the Material”) – that you have agreed to provide to us in the future on a continuing basis:

1. Upon our request, and in accordance with dates, schedules, and other requirements established by us, you shall deliver to us the Material that is the subject of this Agreement. You also agree to make such changes in the Material as we may request prior to its publication. In this connection, you acknowledge that we retain the right to edit or otherwise revise and adapt the Material and to provide, in our discretion, a title, illustrations, and other similar material in connection with the Material. You shall have right of approval with respect to such changes so that the perspective in the Material is not altered, this approval must be provided within twenty four hours (24) of request. You shall not retain a right of approval for other material, and you expressly waive any and all intellectual property rights and/or “moral rights” which may now or hereafter is applicable to the Material. We are under no obligation to publish any of the Material or to exercise any of the rights granted to us in this Agreement. You also grant us the right to use the Material and your name, likeness, and biographical information in connection with advertising and promoting Playboy Enterprises, Inc., the publication(s) in which the Material is or may be published, and any of the rights that have been granted to us in this Agreement.

2. You agree and acknowledge that the Material will constitute “work made for hire” under the United States Copyright Act and that we shall exclusively own without reservation all right, title and interest in all such Material including, without limitation, all copyrights therein and the right to use all or any portion of such Material in any manner in any medium in perpetuity throughout the world. To the extent such Material cannot be considered as “work made for hire,” you hereby assign to us all rights of every kind and nature to that Material throughout the universe in perpetuity. You also agree to execute, acknowledge and deliver to us, at our request, such further documents, as we deem appropriate to confirm our ownership of all rights in and to such Material.

3. In full consideration and payment for all of your undertakings in this Agreement, we agree to pay you \_\_\_\_\_ upon acceptance of the columns; payments will be made on a monthly basis. In addition, in accordance with our expense policy, we will reimburse you for all reasonable expenses (a) incurred by you pursuant to this Agreement and (b) approved by us in advance, provided you submit documentation thereof in a form acceptable to use within 14 days of the date you incurred such expenses. Documentation of long distance phone charges must be submitted within 60 days of the incurred expenses.

4. So long as this Agreement is in effect, you agree that you will not perform similar services for, be listed in the masthead or, nor allow material written by you to be published in any publication (electronic or print) that could reasonably be construed to be competitive with or imitative of Playboy Magazine and Playboy World Wide Websites without the prior approval of Playboy.

5. You represent and warrant to us that the Material you deliver to us (a) will be original to you; (b) the Material authored by you will not have previously been published; (c) that in the 3 months preceding your delivery of the Material to us you have not cooperated in the publication of, or written or contracted to write or publish, any material on the same or similar subject matter as the Material delivered to us; (d) that you are not under any contractual or other obligation to any party which could interfere with your performance of this Agreement. You shall indemnify and hold us and our affiliates, successors, assigns, and licensees harmless from and against any and all claims, damages, liabilities, and expense, including reasonable counsel fees arising out of a breach or alleged breach of any warranty or representation made by you to the same extent as you indemnify us with respect to the Material provided by you.

6. You acknowledge that you are an independent contractor and that you are solely responsible for the payment of all taxes, withholdings, contributions, assessments, or other obligations payable in connection with your services hereunder. You are not authorized to and you agree that you will not incur any expense or obligation in our name or on our behalf without first obtaining our prior approval therefore. You assume all risk for all personal injury and property damage that may be incurred in the researching and/or creation of the Material, and you release us and our affiliated companies from any claims of damages that may arise therefrom.

7. This agreement will remain in effect until (insert date here), except that either party may cancel it on not less than 14 days written notice. Notice shall be deemed complete upon receipt by either party or refusal after attempted delivery.

8. This agreement contains the entire understanding between you and us and supersedes any previous agreement (oral or written) with respect to the subject matter hereof. This Agreement may be modified only in writing signed by you and us, and shall be governed by and interpreted in accordance with the laws of the State of Illinois. You consent to jurisdiction in the state of Illinois.

Please acknowledge your understanding and acceptance of this Agreement by signing and dating the enclosed copy in the spaces indicated below and returning the copy to us in the enclosed self-addressed envelope.

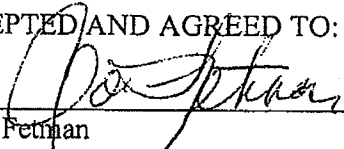
We are look forward to working with you.

Sincerely,

PLAYBOY.COM, INC.

By

ACCEPTED AND AGREED TO:

  
\_\_\_\_\_  
Corri Petman  
33 West Jackson Boulevard  
Suite 200  
Chicago, IL. 60604

Social Security No.: \_\_\_\_\_

Date: 3-17-08

***Exhibit 2***

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2009-10-15 16:41:24 ET

Serial Number: 77803714 Assignment Information Trademark Document Retrieval

Registration Number: (NOT AVAILABLE)

Mark

# LAWYER OF LOVE

(words only): LAWYER OF LOVE

Standard Character claim: Yes

Current Status: Newly filed application, not yet assigned to an examining attorney.

Date of Status: 2009-08-18

Filing Date: 2009-08-13

Filed as TEAS Plus Application: Yes

Currently TEAS Plus Application: Yes

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: (NOT AVAILABLE)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov)

Current Location: 042 -New Application Processing

Date In Location: 2009-08-18

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## LAST APPLICANT(S)/OWNER(S) OF RECORD

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1. Fetman, Garland & Associates, Ltd.



**Address:**

Fetman, Garland & Associates, Ltd.  
 Suite 200 33 West Jackson Boulevard  
 Chicago, IL 60604  
 United States

**Legal Entity Type:** Corporation

**State or Country of Incorporation:** Illinois

**GOODS AND/OR SERVICES**

**International Class:** 016

**Class Status:** Active

Columns on the subject of legal information

**Basis:** 1(a)

**First Use Date:** 2008-01-11

**First Use in Commerce Date:** 2008-01-11

**ADDITIONAL INFORMATION**

(NOT AVAILABLE)

**MADRID PROTOCOL INFORMATION**

(NOT AVAILABLE)

**PROSECUTION HISTORY**

**NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.**

2009-08-17 - New Application Office Supplied Data Entered In Tram

2009-08-17 - New Application Entered In Tram

**ATTORNEY/CORRESPONDENT INFORMATION**

**Attorney of Record**

Daniel M. Gurfinkel

**Correspondent**

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Record 1 out of 1

TARR Status ASSIGN Status TDR TTAB Status ( Use the "Back" button of the Internet Browser to return to TESS)

# LAWYER OF LOVE

Word Mark **LAWYER OF LOVE**

Goods and Services IC 016. US 002 005 022 023 029 037 038 050. G & S: Columns on the subject of legal information. FIRST USE: 20080111. FIRST USE IN COMMERCE: 20080111

Standard Characters  
Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 77803714

Filing Date August 13, 2009

Current Filing Basis 1A

Original Filing Basis 1A

Owner (APPLICANT) Fetman, Garland & Associates, Ltd. CORPORATION ILLINOIS Suite 200 33 West Jackson Boulevard Chicago ILLINOIS 60604

Attorney of Record Daniel M. Gurfinkel

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

TESS HOME NEW USER STRUCTURED FREE FORM Browse Dict SEARCH OG TOP HELP

[.HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY