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6 UNITED STATES DISTRICT COURT  
7 WESTERN DISTRICT OF WASHINGTON  
8 AT SEATTLE

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10 THE POKÉMON COMPANY  
11 INTERNATIONAL, INC., a Delaware  
corporation,

12 Plaintiff,

13 v.

14 RAMAR LARKIN JONES; ZACH SHORE; and  
15 RUCKUS PRODUCTIONS,

16 Defendants.

No. 2:15-cv-01372

COMPLAINT FOR COPYRIGHT  
INFRINGEMENT

JURY DEMAND

17 The Pokémon Company International, Inc. (“TPCi”) brings this action against Ruckus  
18 Productions, Ramar Larkin Jones and Zach Shore, to put an end to and obtain redress for their  
19 blatant and willful infringement of TPCi’s copyrights.

20 **I. SUBJECT-MATTER JURISDICTION**

21 1. This Court has subject-matter jurisdiction over this action under 28 U.S.C.  
22 §§ 1331 and 1338(a), because it arises under the Copyright Act (17 U.S.C. § 101, et seq.).

23 **II. THE PARTIES**

24 2. Plaintiff, The Pokémon Company International, Inc., is a Delaware corporation  
25 with its principal place of business at 601 108th Ave. NE, Suite 1600, Bellevue, Washington  
26 98004.



1 the other Trainers' creatures. Between games, players collect and exchange trading cards to  
2 assemble their optimal decks.

3 10. Each Pokémon trading card contains original artwork depicting a Pokémon  
4 character, as well as a description of the character and its powers and abilities, and other data  
5 indicating the card's value. For example, here is a copy of a trading card depicting the iconic  
6 character Pikachu:



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17 11. Under the Copyright Act, TPCi owns the copyrights in the artwork and  
18 characters that TPCi has developed over thousands of trading cards for more than a decade.  
19 TPCi has registered its claims to copyrights in the trading cards and the characters they depict  
20 with the United States Copyright Office. Exhibit A to this Complaint lists TPCi's copyright  
21 registrations in some of these trading cards pertaining to two Pokémon characters, Pikachu and  
22 Snivy, including the titles of those works and their corresponding registration numbers  
23 (collectively, the "Pokémon Works").

24 12. TPCi products, and specifically the Trading Card Game cards, are rolled out to  
25 significant fanfare and marketed to millions of users both in the United States and around the  
26 world. In 2014 alone, TPCi invested over \$6 million in domestic advertising and promotions  
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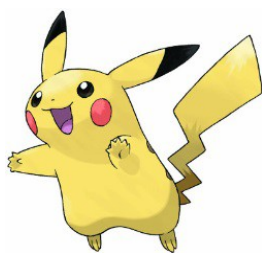
1 associated with its Trading Card Game. TPCi products are directed at and enjoyed by users of  
2 all ages.

3 13. TPCi features the Pokémon characters not only in its vastly successful Trading  
4 Card Game, but also in a wide variety of clothing, books, toys, and other merchandise (the  
5 “Pokémon Merchandise”) that TPCi creates and sells, both directly and through a world-wide  
6 network of licensees. TPCi’s domestic sales of Pokémon Merchandise exceeded \$6 million in  
7 2014 alone.

8 14. The iconic characters and comprehensive Pokémon world that appear in the  
9 Pokémon Trading Card Game also provide a rich source of content for the 18 seasons of  
10 TPCi’s long-running televised series of Pokémon cartoons and 17 full-length Pokémon  
11 animated motion pictures.

12 15. Through appearances in the Pokémon television programs and films, together  
13 with years of development through the Trading Card Game and Pokémon Merchandise, several  
14 Pokémon characters have emerged as icons and fan favorites. They include Pikachu and Snivy,  
15 which are described more fully below.

16 16. Pikachu, the most recognizable Pokémon within the Pokémon universe, has  
17 become the principal mascot for TPCi as a company and for the Pokémon brand world-wide.  
18 Sample images of this iconic character appear below:



24 17. Pikachu appears on numerous cards in the Pokémon Trading Card Game, and is  
25 featured in or around the branding for championship tournaments and other events that TPCi  
26 organizes with respect to the Pokémon Trading Card Game. Pikachu has consistently featured  
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1 in Pokémon Merchandise since its introduction, and TPCi's prominent use of Pikachu in such  
2 goods has generated enormous consumer recognition.

3 18. Of the Pokémon Works listed in Exhibit A, Copyright Registrations  
4 No. VA0001821217, VA0001908607 and VA0001736210 depict Pikachu.

5 19. Another Pokémon character is Snivy, which made its Pokémon Trading Card  
6 Game debut in 2011 and has since appeared on over five cards. Since that time, Snivy has also  
7 been featured on consumer goods, including books, toy figures and plush, games, apparel,  
8 accessories. Images of Snivy appear below:



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18 20. Of the Pokémon Works listed in Exhibit A, Copyright Registrations  
19 No. VA0001905493 and VA0001819420 depict Snivy.

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21 **B. Defendants and Their Infringing Activities.**

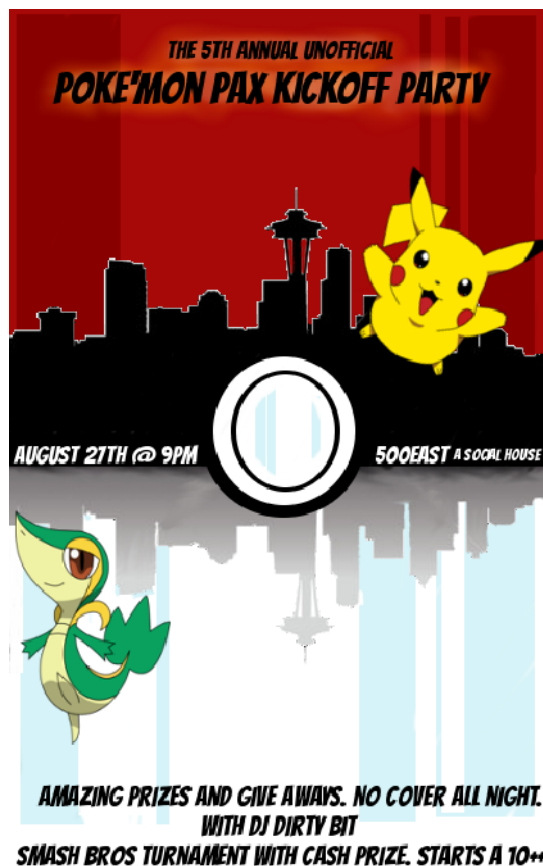
22 21. On information and belief, Defendants are producing and will be presenting an  
23 event that they call the "5th Annual Unofficial Pokemon PAX Kickoff Party," which is  
24 scheduled to take place on August 27, 2015 at 500EAST Social House in Seattle, Washington,  
25 starting at 8:00 p.m.

26 22. Defendants are promoting this event through a Facebook page they have created  
27 at <https://www.facebook.com/events/1655205158055812/>. They also are promoting the event

1 and have sold tickets to it (the event is now listed as sold out) through the following page at  
2 Eventbrite: [http://www.eventbrite.com/e/5th-annual-unofficial-pax-pokemon-kickoff-party-](http://www.eventbrite.com/e/5th-annual-unofficial-pax-pokemon-kickoff-party-tickets-17842953755)  
3 [tickets-17842953755](http://www.eventbrite.com/e/5th-annual-unofficial-pax-pokemon-kickoff-party-tickets-17842953755).

4 23. Defendants boast that the “5th Annual Unofficial Pokemon PAX Kickoff Party”  
5 will feature among other things, “Pokemon themed shots and drinks - Smash Bros. Tournament  
6 with cash prize - Dancing - Giveaways - Cosplay Contest and more,” and an “AMAZIN  
7 POKEMON MASHUP.”

8 24. Defendants have incorporated infringing copies of Pikachu and Snivy into their  
9 poster for the “5th Annual Unofficial Pokemon PAX Kickoff Party,” depicted below, and are  
10 publicly displaying that poster:



1           25. Defendants have also incorporated an infringing copy of Pikachu into a post on  
2 their Facebook page promoting the “5th Annual Unofficial Pokemon PAX Kickoff Party,” as  
3 shown below



26. Defendants’ exploitation of the Pikachu and Snivy characters in promotion of the “5th Annual Unofficial Pokemon PAX Kickoff Party” is a direct infringement of TPCi’s exclusive rights in the Pokémon Works.

27. On information and belief, Defendants were involved in “Annual Unofficial Pokemon PAX Kickoff Parties” that were held in 2011 through 2014 and copyrighted works owned by TPCi, including the Pokémon Works listed in Exhibit A, were infringed at those parties.

28. TPCi believes that Defendants will further infringe copyrighted works owned by TPCi, including but not limited to the Pokémon Works listed in Exhibit A, and reserves the right to supplement this complaint with additional acts of infringement that occur after it has been filed.

**V. CAUSE OF ACTION**  
**(Copyright Infringement, 17 U.S.C. § 101, et seq.)**

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2 29. TPCi realleges and incorporates by reference all of the allegations set forth in  
3 paragraphs 1 through 28 above.

4 30. Each of the Pokémon Works constitutes an original work of authorship and  
5 copyrightable subject matter under the laws of the United States.

6 31. TPCi is the sole owner of copyright in the Pokémon Works, as noted on the  
7 corresponding Certificates of Registration.

8 32. Defendants have copied, created derivative works of, distributed copies to the  
9 public, and/or displayed publicly Pokémon Works without the consent or authority of TPCi,  
10 thereby directly infringing TPCi's exclusive rights under Section 106 of the Copyright Act 17  
11 U.S.C. § 106.

12 33. The foregoing acts of Defendants constitute infringement of TPCi's exclusive  
13 rights, in violation of the Copyright Act, 17 U.S.C. § 501(a).

14 34. Defendants' actions were and are intentional, willful, wanton, and performed in  
15 disregard of TPCi's rights.

16 35. TPCi is entitled to injunctive relief pursuant to 17 U.S.C. § 502. TPCi has no  
17 adequate remedy at law for Defendants' wrongful conduct because, among other things,  
18 (a) TPCi's copyrights are unique and valuable property which have no readily determinable  
19 market value, (b) Defendants' continued infringement harms TPCi such that TPCi could not be  
20 made whole by a monetary award alone, and (c) Defendants' wrongful conduct, and the  
21 resulting damage to TPCi, is continuing.

22 36. TPCi has been and will continue to be damaged, and Defendants has been  
23 unjustly enriched, by Defendants' unlawful infringement of TPCi's copyrights in an amount to  
24 be proven at trial.

25 37. Alternatively, TPCi is entitled to statutory damages under 17 U.S.C. § 504(c).  
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1 38. In addition, for the reasons set forth above, the award of statutory damages  
2 should be within the higher range allowed by 17 U.S.C. § 504(c)(2) when infringement has been  
3 committed willfully.

4 39. TPCi is also entitled to recover its attorneys' fees and costs of suit pursuant to  
5 17 U.S.C. § 505.

## 6 VI. PRAYER FOR RELIEF

7 WHEREFORE, TPCi respectfully requests judgment be entered in its favor and against  
8 Defendants as follows:

9 1. A permanent injunction perpetually enjoining and restraining Defendants, and  
10 all persons or entities acting in concert with them, from copying, creating derivative works  
11 from, distributing copies of, and/or publicly displaying the Pokémon Works.

12 2. An award of:

13 a. the actual damages suffered by TPCi as a result of Defendants' infringement,  
14 and any profits of Defendants that are attributable to the infringement and are not taken into  
15 account in computing the actual damages; or in the alternative, at the election of TPCi at any  
16 time before final judgment is rendered,

17 b. statutory damages pursuant to 17 U.S.C. § 504(c), within the higher range  
18 allowed when infringement has been committed willfully.

19 3. An award to TPCi of its costs of suit, including, but not limited to, reasonable  
20 attorneys' fees, as permitted by law;

21 4. An order under 17 USC §503(b) directing

22 a. impoundment, on such terms as the Court may deem reasonable, of (i) all copies  
23 made or used in violation of the exclusive rights of TPCi; (ii) all plates, molds, matrices,  
24 masters, tapes, film negatives, or other articles by means of which such copies may be  
25 reproduced; and (iii) records documenting the manufacture, sale, or receipt of things involved  
26 in any such violation, provided that any records seized shall be taken into the custody of the  
27 Court; and

