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Attorney Docket: 1079-110

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

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<b>FONT BROTHERS , INC.,</b>	:	
	:	16-CV-0320
Plaintiff,	:	
-against-	:	
	:	<b>COMPLAINT</b>
	:	
<b>HASBRO, INC.,</b>	:	(Jury Trial Demanded)
	:	
Defendant.	:	
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Plaintiff, FONT BROTHERS, INC. (the “Plaintiff” or “Font Brothers”) by and through its attorneys, The Martinez Group PLLC, for its Complaint against Defendant, HASBRO, INC. (“Defendant” or “Hasbro”), alleges as follows:

**NATURE AND SUBSTANCE OF THE ACTION**

1. Plaintiff files this action against Defendant for Copyright Infringement under 17 U.S.C. § 501, et seq.
2. This action is brought in response to a classic case of Copyright Infringement, specifically the unauthorized commercial, for-profit use of works created from Plaintiffs’ type face font software; in particular, the Generation B Type Font Software (“Work” or “Font” or “Font Software” or “Generation B”).

3. Title 17 of the United States Code (Copyright Act) was enacted to provide remedies to copyright owners who suffer damages by reason of such actions.

#### **JURISDICTION AND VENUE**

4. This is an action for Copyright Infringement arising under the Copyright Act of 1976, 17 U.S.C. § 501, et seq. which seeks damages by reason of Defendant's prior and ongoing infringement of Plaintiff's Copyright. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331, 1332, 1338(a) and its supplemental jurisdiction.
5. Venue is proper in this district under 28 U.S.C. §1391 and §1400 in that Defendant or Defendant's agents may be found in this District and Defendant transacts business in this District.

#### **PARTIES**

6. Plaintiff Font Brothers, Inc. is a Minnesota Corporation with its principal place of business located at 5117 38th Avenue South, Minneapolis, Minnesota 55417.
7. Plaintiff, Font Brothers is the exclusive agent of Harold Lohner ("Lohner") who is the designer, author and owner of the copyrighted work which is the subject of this matter.
8. Harold Lohner is an individual domiciled at 777 Western Avenue, Albany, New York 12203.
9. Plaintiff Font Brothers, as the exclusive agent of Lohner, is authorized to act in this matter.
10. Defendant Hasbro, Inc. ("Hasbro") is a corporation formed under the laws of the state of Rhode Island having its principal place of business at 1027 Newport Avenue, Pawtucket, Rhode Island 02862.

11. Upon information and belief, Hasbro is a for-profit corporation which provides children's and family leisure time products and services worldwide.
12. Hasbro also conducts business on the Internet via <http://www.hasbro.com>.
13. Upon information and belief, Defendant Hasbro conducts business within the State of New York, in the County of Kings, within the Eastern District.

#### **FACTS COMMON TO ALL CLAIMS**

14. Plaintiff is engaged in the business of designing, creating, producing, marketing, and licensing the use of computer software in the nature of, *inter alia*, type face fonts and art design works in digital formats for use with personal computers and commercial typesetting devices.
15. Lohner created and is the exclusive owner of the software for the GENERATION B Type Face Font.
16. Plaintiff Lohner is the exclusive owner of U.S. Copyright Registration Serial No.: TX 8-119-891 (COMPUTER PROGRAM FOR A GENERATION B TYPEFACE FONT), (the "Font," "Font Software," or "Generation B"), a copy of which is annexed hereto as Exhibit A.
17. Upon information and belief, Lohner's Copyright is valid and subsisting.
18. Font Brothers is the sole, exclusive sales and licensing agent for the GENERATION B Font.
19. Font Brothers has sold and continues to sell and derive significant revenue from the sale of licenses to use the GENERATION B type font software.
20. Licenses to use the GENERATION B type font software are sold individually and as collections either directly by Font Brothers or by means of authorized resellers of licenses

to use such goods. Showings of the GENERATION B font software are annexed hereto as Exhibit B.

21. Font Brothers controls the use of its Fonts by means of its End User License Agreement (“EULA”) which specifically prohibits the uses complained of herein without the purchase of a special license. A copy of the Font Brothers EULA is annexed hereto as Exhibit C.
22. Plaintiffs are and have been at all times alleged herein, the sole owners of all rights, titles, and interests in, and to the GENERATION B font software and designs embodied therein.

#### **DEFENDANT’S ACTIONS**

23. Upon information and belief, Defendant Hasbro has used or instructed others to use unauthorized copies of the GENERATION B Font in the creation of, but not limited to, all products, goods, merchandise, television and film properties, and advertising materials connected with the “My Little Pony” product line and by way of third party vendors authorized to sell “My Little Pony” branded goods bearing the term “My Little Pony” using the GENERATION B Font, showings of which are annexed hereto as Exhibit D.
24. Upon information and belief, Defendant Hasbro has not purchased the special license from Font Brothers which authorizes the use of the GENERATION B font software as a resource for use on goods for sale and for distribution to third parties or in the creation of its various HASBRO “My Little Pony” branded goods, products, and/or services.
25. Upon information and belief, Defendant Hasbro has created unauthorized and infringing copies of the GENERATION B Font Software and impermissibly distributed the same to third parties.

26. Upon information and belief, Defendant Hasbro's use of the GENERATION B font software is an infringement of Lohner's valid Copyright in and to the GENERATION B font software work.
27. Upon information and belief, the natural, probable, and foreseeable result of Defendant's wrongful conduct has deprived, and continues to deprive, Font Brothers of the benefits and revenue from the sale of licenses to use the GENERATION B font software and to injure Font Brother's relationships with present and prospective customers who rely on the cachet that exclusive licensing creates in the various Font Brothers Works.
28. Upon information and belief, Font Brothers has lost, and will continue to lose, substantial revenue from Defendant's wrongful use, copying, distribution, and creation of unauthorized infringing works based upon the GENERATION B font software.
29. Upon information and belief, Defendant's wrongful conduct has deprived, and will continue to deprive, Font Brothers of opportunities for expanding the goodwill associated with the GENERATION B font software.
30. Defendant has refused to comply with Plaintiff's reasonable request for appropriate software licensing fees given the services already rendered by Plaintiff's GENERATION B type font software, despite several demands for such action.

**FIRST CAUSE OF ACTION  
COPYRIGHT INFRINGEMENT  
17 U.S.C. § 501, et seq.**

31. Font Brothers repeats and realleges each and every allegation of the Complaint as set forth in Paragraphs 1 through 30, inclusive, and incorporates them herein by this reference.

32. Upon information and belief, Defendant Hasbro has used unlicensed and infringing copies of the GENERATION B Font Software in, but not limited to, Hasbro branded “My Little Pony” products, goods, merchandise, television and film properties, and advertising materials and has by reason thereof, infringed upon Lohner’s valuable Copyright in and to the GENERATION B Type Font Software.
33. Font Brothers is further entitled to recover damages it has sustained and will continue to sustain, together with any gains, profits, and advantages obtained by Defendant as a result of the acts of infringement alleged herein, as well as attorneys’ fees.
34. At present, the amount of such damages, gains, profits, and advantages cannot be fully ascertained by Font Brothers, but are believed to be not less than \$150,000.
35. Font Brothers has no adequate remedy at law.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests and prays that this Court will:

1. Preliminarily and permanently enjoin and restrain Defendant, its officers, directors, principals, agents, servants, employees, successors, assigns, and all those in active concert or participation with it from:
  - (a) Imitating, copying, posting, distributing, or making unauthorized use of Lohner’s Copyrighted work, including the infringing use of the GENERATION B Font Software work.
  - (b) Manufacturing, creating, producing, advertising, promoting, or displaying any product or service bearing any simulation, reproduction, counterfeit, copy, derivative version, or colorable imitation of Lohner’s Copyrighted work;

2. Direct that Defendant deliver for destruction at Defendant's expense, *inter alia*, all computer files, hard drives, solid state drives, flash drives, disks, CD-ROMs, DVD's, and all other recorded media together with all other items, including but not limited to, all products, goods, merchandise, television and film properties, and advertising materials showing the use of Plaintiff's copyrighted font software, in its possession or under their control that were created through the unlawful use of Lohner's Copyrighted work;
3. Direct the imposition of a constructive trust for all monies or benefits received by Defendant from the sale of goods and services that use or were created using an infringing copy and/or unauthorized derivative work based upon Plaintiff's Copyrighted Work;
4. Direct that Defendant be required to pay Font Brothers actual damages in the amount of \$150,000 Dollars per infringement or Statutory Damages under Copyright Law, whichever is greater, for all gains, profits, and advantages derived by Defendant through its infringement of Lohner's Copyright;
5. Direct that Defendant be required to pay to Font Brothers such other damages that it has sustained as a consequence of Defendant's unauthorized use of Lohner's Copyrighted Work;
6. Direct that Defendant be ordered to make a written report within a reasonable period of time to be filed with the Court detailing the manner of compliance with the requested injunctive and mandatory relief above;
7. Award Font Brothers the costs of this action together with reasonable attorneys' fees; and
8. Award Font Brothers such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

Plaintiff, Font Brothers, Inc., hereby demands a trial by jury.

Dated: January 21, 2016

Respectfully submitted,  
THE MARTINEZ GROUP PLLC

By: /Frank J. Martinez/ (FJM-2149)  
Attorney for Plaintiff  
*Font Brothers, Inc.*

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