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6 Attorney for Plaintiff  
7 PATRICK RODDY

DEC 21 PM 3:06  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

8 IN THE UNITED STATES DISTRICT COURT  
9 IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 PATRICK RODDIE,

11 )  
12 )  
13 ) Plaintiff,

14 ) v.

15 ) OPEN ENTERPRISES, INC., a  
16 ) corporation, GOOD VIBRATIONS, a  
17 ) business organization form unknown,  
18 ) DOWN THERE PRESS, a business  
19 ) organization form unknown, and DOES 1-  
20 ) 25 inclusive,

21 ) Defendants.  
22 )

C 00 No. 4758

COMPLAINT FOR  
INFRINGEMENT  
OF COPYRIGHT

[17 U.S.C. §§ 501-504]

JURY TRIAL DEMANDED

21 Plaintiff PATRICK RODDIE hereby alleges as follows:

22 1. This action arises under the Act of October 19, 1976, Title 1 § 101, 90 Stat. 2541;  
23 17 U.S.C. § 501; and this court has jurisdiction under the Act of June 25, 1948, c. 646, 62 Stat.  
24 931; 28 U.S.C. § 1338, as hereinafter more fully appears.

25 2. Plaintiff created a photographic image entitled "Sex Toys on Light Table"  
26 (representative copy attached as exhibit A hereto) in late November or early December 1999.  
27 Plaintiff always identified said work as copyrighted and applied for a copyright with the U.S.  
28

1 Patent and Trademark Office (PTO) on June 29, 2000 and it has been assigned VA 11045325 as  
2 the copyright number by the PTO.

3  
4 3. This image contains material wholly original to plaintiff and is copyrightable subject  
5 matter under the laws of the United States.

6  
7 4. Between the creation date of said image to the present plaintiff has complied in all  
8 respects with the Act of October 19, 1976, Title 1 101, 90 Stat. 2541; 17 U.S.C. §§ 410-412, and  
9 all other laws governing copyright and secured the exclusive rights and privileges in and to the  
10 copyright of the above entitled image and received a registration number as set forth above.

11  
12 5. Since December 15, 1999, the above entitled image has been published by plaintiff in  
13 the form of a postcard and all copies of it made by plaintiff or under his authority or license have  
14 been made in compliance with the aforementioned laws and any other laws governing copyright.

15  
16 6. Since the date set forth above plaintiff has been and still is the sole proprietor of all  
17 rights, titles, and interest in and to the copyright in the above entitled image.

18  
19 7. After the dates set forth above defendants infringed on plaintiff's copyright by  
20 publishing and placing on the market numerous print advertisements in various magazines and  
21 periodicals which contained almost exact copies of plaintiff's copyrighted image.

22  
23 8. Plaintiff has notified defendants that they have infringed the copyright of plaintiff  
24 and defendants. On September 21, 2000 defendants signed a license agreement promising to give  
25 plaintiff the following express credit to plaintiff in all future use of said copyrighted materials:  
26 Photo © 2000 Patrick Roddie www.webbery.com. Said agreement also made it clear that plaintiff  
27 did not waive any rights concerning past infringements.

28  
9. After said September 21, 2000 defendants continued to infringe on plaintiff's  
copyright by either failing to give plaintiff the credit as set forth above or failing to give plaintiff

1 any credit at all in direct violation of the copyright laws and in direct breach of the license  
2 agreement signed by defendants and have thereby been engaging in unfair trade practices and  
3 unfair competition against plaintiff to plaintiff's irreparable damage. Further, said violations were  
4 willful and intentional.

5  
6 WHEREFORE, plaintiff demands:

7 1. That defendants and each of them, their agents, servants, and employees be enjoined  
8 during the pendency of this action and permanently from infringing the copyright of plaintiff in any  
9 manner, and from using said image in any form or for any type of advertising or otherwise.

10  
11 2. That defendants and each of them be required to pay to plaintiff such damages  
12 plaintiff has sustained in consequence of defendants' infringement of plaintiff's copyright and the  
13 unfair trade practices and unfair competition, and to account for:

- 14
- 15 a. All gains profits, and advantages derived by defendants by said trade  
16 practices and unfair competition; and
  - 17 b. All gains profits and advantages derived by defendants by their infringement  
18 of plaintiff's copyright or such damages as the court deems proper within the  
19 provisions of the copyright statutes, but not less than \$750 for each  
20 infringement.

21  
22 3. That defendants deliver up to be impounded during the pendency of this litigation all  
23 copies of said images in their possession or under their control and deliver up for destruction all  
24 infringing copies and all plates, or other materials and any other matter for making such infringing  
25 copies.

26  
27 4. That defendants pay to the plaintiff the costs of this action and reasonable attorney's  
28 fees to be allowed to the plaintiff by the court.

1           5.       That plaintiff have such other and further relief as is just.  
2

3  
4 Dated:

12/21/00

LAW OFFICES OF WILLIAM E. WEISS

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6 

7 William E. Weiss  
8 Attorney for Plaintiff  
9 PATRICK RODDIE  
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## Exhibit “A”

# How do **you** spell orgasm?



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