

FILED

NOVEMBER 12, 2007

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

07 C 6401

WINDY CITY MARKETING, INC.)
)
 Plaintiff,)
)
 vs.)
)
 PLACES ADVERTISING, INC.)
)
 Defendant.)

Case No.:

JURY TRIAL REQUESTED

**JUDGE GOTTSCHALL
MAGISTRATE JUDGE ASHMAN**

J. N.

COMPLAINT

Plaintiff Windy City Marketing, Inc. (“Windy City”), by and through its attorneys, for its Complaint against Defendant Places Advertising, Inc. (“PAI”) alleges as follows:

PARTIES

1. Plaintiff Windy City is an Illinois Corporation with its principal place of business at 1336 West Grand, Chicago, Illinois. For over 15 years, Windy City has created and distributed unique marketing and advertising pieces for its clients that are packaged in a 3” x 8.5” bound mailer entitled “inside chicago.” Windy City has also created unique marketing materials that showcase the benefits that it can offer to its clients.

2. Defendant PAI is an Illinois Corporation with a principal place of business at 5156 W. 125th Place, Alsip, Illinois. On information and belief, PAI is a newly formed company that is offering services that are remarkably similar to those offered by Windy City. It appears that PAI is using marketing materials that were copied from Windy City’s materials. PAI is contacting Windy City clients to persuade them to use these copied materials in lieu of those offered by Windy City.

JURISDICTION AND VENUE

3. This action arises under the copyright laws of the United States, 17 U.S.C. § 101 et seq. and the laws of the State of Illinois.

4. This Court has subject matter jurisdiction pursuant to the laws of the United States governing actions related to copyright, 28 U.S.C. §§ 1331 and 1338.

5. This Court has supplemental subject matter jurisdiction pursuant to 28 U.S.C. § 1367 and the doctrine of pendent jurisdiction.

6. This Court has personal jurisdiction over PAI because PAI is located in the State of Illinois, transacts business within the State of Illinois (including this judicial district), and PAI committed tortious acts within the State of Illinois.

7. Venue in this judicial district is proper under 28 U.S.C. § 1391(b)(1), 1391(b)(2) and 1400(a).

WINDY CITY'S INTELLECTUAL PROPERTY

8. Windy City owns all right, title and interest in a number of copyrights relating to its marketing material. Such copyrighted marketing material includes, but is not limited to, the "inside chicago" cover design attached as Exhibit A, and the "Introduction Sheet" attached as Exhibit B (collectively, "Windy City Copyrights"). Each of these is an original expression in a fixed medium.

9. Windy City's copyrighted material is distributed to over 300,000 homes and businesses across the greater Chicago area and over 270,000 in the Las Vegas, Nevada area.

10. Windy City has also developed client-oriented marketing materials, including trade secret items such as mailing lists, product pricing, and distribution strategies. Windy City has either sought copyrights or has protected such materials, mailing lists, product pricing, and

distribution strategies with confidentiality agreements and limited access to such material. Accordingly, Windy City has trade secret protection in certain of its materials, as well.

11. “inside chicago” is Windy City’s core business. Windy City has spent years developing the look and design of its products, and “inside chicago” is easily recognizable in the industry by its unique size, look and design. Windy City has also spent years developing its client-marketing materials.

12. On information and belief, Windy City’s trade dress has secondary meaning in the market.

13. Windy City has twice notified PAI of its intellectual property and PAI’s infringement of the Windy City Copyrights. Copies of those letters are attached as Exhibits C and D.

14. PAI failed to respond, and has proceeded in publishing infringing materials and distributing the same.

INFRINGEMENT OF WINDY CITY’S COPYRIGHTS

15. On information and belief, PAI, without authorization from Windy City, has created marketing products that are specifically based on the Windy City Copyrights. Copies of certain infringing materials are attached as Exhibits E and F.

16. On numerous occasions, Windy City customers have been directly approached by PAI with materials that were confusingly similar to the Windy City materials.

17. On numerous occasions, Windy City customers contacted Windy City with confusion as to the origin of the PAI materials, and on at least one occasion, a Windy City customer complained to Windy City that the materials were presented in a manner inconsistent

with Windy City's contract with its customer, believing at all times that the PAI material was indeed authored by Windy City.

18. PAI's conduct infringed and continues to infringe Windy City's copyrights.

19. PAI's infringement has been and continues to be willful

20. PAI has known and should have known that the Windy City Copyrights were protected by copyright law.

MISAPPROPRIATION OF WINDY CITY'S TRADE SECRETS

21. As set forth above, Windy City is the owner of confidential information and trade secrets, such as customer lists and pricing points.

22. Windy City has expended significant time and resources protecting and maintaining such confidential information and trade secrets, including requiring employees to sign confidentiality agreements and limiting access to such information. Windy City also does not release its confidential information and trade secrets to clients.

23. On information and belief, and without authorization from Windy City, PAI has obtained customer lists and/or pricing points for a number of Windy City's products. Such customer lists and/or pricing points are confidential information and trade secret information that is held by Windy City.

24. On information and belief, PAI has willfully misappropriated Windy City's confidential and trade secret information by using such information to approach Windy City clients and offer products and services that are intentionally priced below Windy City's pricing points.

PAI'S INTENTIONAL INTERFERENCE WITH BUSINESS RELATIONS

25. On information and belief, PAI had awareness of Windy City's business relationships with certain of its clients.

26. On information and belief, on more than one occasion, PAI has approached existing Windy City customers and has attempted to cause those customers to terminate their relationships with Windy City, while PAI offered similar or identical services (that were copies of Windy City's materials and services) in the place of Windy City.

27. As set forth above, on numerous occasions, Windy City customers have been directly approached by PAI with materials that were confusingly similar to the Windy City materials.

28. As set forth above, on numerous occasions, Windy City customers contacted Windy City with confusion as to the origin of the PAI materials, and on at least one occasion, a Windy City customer complained to Windy City that the materials were presented in a manner inconsistent with Windy City's contract with its customer, believing at all times that the PAI material was indeed authored by Windy City.

29. PAI's conduct was intentional, willful and/or with utter disregard for Windy City's rights and the rights and obligations of Windy City and Windy City's customer.

PAI'S INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

30. On information and belief, PAI has approached a number of Windy City's prospective customers – meaning those with whom Windy City would like to have business relationships.

31. On information and belief, PAI has used and is using Windy City's confidential and Trade Secret information, as well as material covered by Windy City Copyrights when PAI has approached Windy City's prospective customers.

32. PAI's conduct was intentional, willful and/or with utter disregard for Windy City's rights and the rights and obligations of Windy City and Windy City's prospective customers.

PRAYER FOR RELIEF

Plaintiff Windy City respectfully requests judgment against PAI and entry of a final order including the following:

A. Findings of fact and conclusions of law establishing that Defendant PAI infringed Windy City Copyrights;

B. A preliminary and permanent injunction prohibiting Defendant PAI from further infringement of the Windy City Copyrights, requiring Defendant PAI to destroy all materials that are deemed to infringe the Windy City Copyrights;

C. Monetary compensation sufficient to compensate Windy City for its damages;

D. Costs and attorney fees;

E. Such further relief as the Court may deem just and appropriate.

JURY DEMAND

Pursuant to the Seventh Amendment to the Constitution of the United States and Fed.R.Civ.P. 38, Windy City requests trial by jury.

Date: November 12, 2007

Respectfully submitted,

/s/ Christopher E. Haigh

Christopher E. Haigh
Indiana Bar No. 22038-49
IPAdvisors, Inc.
2038 N. Clark #105
Chicago, IL 60614
(312) 242-1685
(312) 277-9002 (facsimile)
/s/ Geoffrey A. Baker

Geoffrey A. Baker
Illinois Bar No. 6236658
DOWELL BAKER, P.C.
229 Randolph Street
Oak Park, IL 60302
(708) 660-1413
(312) 873-4466 (facsimile)

**Attorneys for Plaintiff
Windy City Marketing, Inc.**

Exhibit A

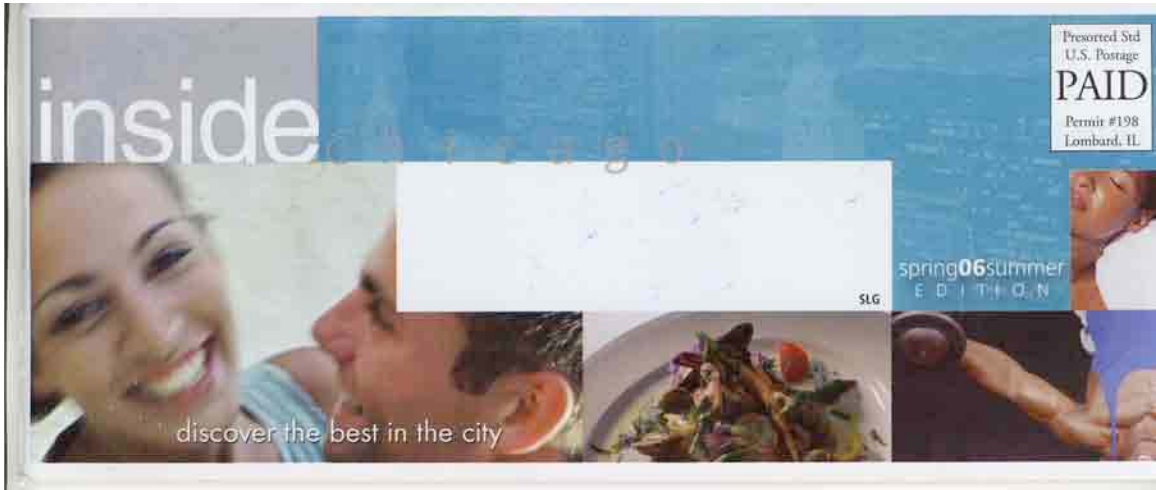


Exhibit B

inside c h i c a g o™

Introduction

Do you want real results? Experience *inside chicago*™ and discover why it's Chicago's #1 source for motivational mail. In celebration of 15 successful years in Chicago, we are **now introducing a full color format**, bringing even more excitement to our product and to your response.

About Our Product

inside chicago™ is a cost-effective certificate booklet mailed four times a year to select consumers in prime area demographics. It is an ideal vehicle to showcase your business to a proven responsive audience. These communities share some of the highest per capita incomes and a discernible standard of excellence and passion for living well. Our unique approach to motivational mail is designed to generate new customer traffic, increased revenues, and overall general awareness. The convenient, easy-to-read booklet format and interesting clientele help keep *inside chicago*™ in home for up to 90 days...that's three months of repeated exposure for only pennies per household!

Who Should Advertise

We feature a distinct selection of quality advertisers including fine dining and casual restaurants, entertainment, salons and spas, state-of-the-art fitness clubs, professional health care, retail shops, boutiques, and more! Our unique policy of offering limited exclusivity gives your business the edge over your competition.

Space Is Limited

All copy and payments must be received by the **published closing date**. Once again, please remember that we allow limited exclusivity in most categories. Those advertisers will also receive first right of refusal for future mailings.

Future Rewards

Thank you for your consideration. We look forward to working with you and growing together towards a successful future.

grand avenue * chicago, il 60622 * 312.529.5200 * f: 312.529.5229



Exhibit C



Nicholas A. Calarco
Vice President of Sales
Places Advertising, Inc.
5156 W. 125th Place
Alsip, IL 60803

Date 9/13/07

2038 N. Clark St. #105
Chicago, IL 60614
T 312-242-1685
F 312-277-9002
chris@ipadvisors.biz
www.ipadvisors.biz

Dear Mr. Calarco:

I am writing on behalf of our client, Windy City Marketing, Inc., the publisher of insidechicago. I am in receipt of a number of your promotional brochures and products that appear to closely mimic if not blatantly copy products for which my client has copyright and federal trademark protection. My client wishes to fully protect its intellectual property, and based on the information I have reviewed, may have additional claims for interference with business relations.

We ask that you immediately cease your marketing efforts using products that closely resemble and cause a likelihood of confusion of the source of the products. We also ask that you immediately cease marketing to insidechicago customers and potential customers using the promotional brochures that obviously were created using the insidechicago promotional literature. We have been authorized to take additional steps as necessary if you do not comply with this request.

If you have any questions as to the extent of our request, please do not hesitate to contact me. We hope to have your assurance of compliance in the very near future.

Sincerely yours,

Christopher Haigh

Exhibit D



via certified mail

Nicholas A. Calarco
Vice President of Sales
Places Advertising, Inc.
5156 W. 125th Place
Alsip, IL 60803

2038 N. Clark St. #105
Chicago, IL 60614
T 312-242-1685
F 312-277-9002
chris@ipadvisors.biz
www.ipadvisors.biz

Date 10/28/07

Dear Mr. Calarco:

I am writing on behalf of our client, Windy City Marketing, Inc., the publisher of Inside Chicago. You should have already received one letter from me.

We have reviewed your promotional brochures and products that clearly mimic if not blatantly copy products for which our client has copyright and federal trademark protection. Despite our earlier letter to you, we now understand that you have mailed the products that mimic and/or copy our client's products. Our client has authorized us to fully protect its intellectual property, and we are advising it that Windy City Marketing, Inc. may have additional claims for interference with business relations based on your contact with several of its existing customers and your copying of Windy City Marketing, Inc. materials.

This is our final request that you immediately cease your marketing efforts using products that closely resemble and cause a likelihood of confusion of the source of the products. We also ask that you immediately cease marketing to Inside Chicago customers and potential customers using the promotional brochures that clearly were created using the Inside Chicago promotional literature. If you do not respond to our letter with an affirmation that these activities will cease, we have been authorized to take additional steps as necessary.

If you have any questions as to the extent of our request, please do not hesitate to contact me. We hope to have your affirmation of compliance in the very near future.

Sincerely yours,

Christopher Haigh

Exhibit E



Exhibit F

Places™

ADVERTISING INC.

5156 W. 125th Place • Alsip, Illinois 60803
708-489-0800 • fax 708-489-2084

www.placesadvertising.com



Introduction

Would you like to increase your clientele, present your business to a select high income target market and add to your bottom line? **Places™** will deliver that to your business. We offer high-end quality printing in a four-color certificate booklet coupled with internet exposure at a very affordable price.

About Our Product

Places™ certificate booklet is mailed quarterly in a visually enhanced, one page - one ad, vivid color design and is the most cost effective certificate booklet in the market today! Our product is mailed to communities that have demonstrated and continue to demonstrate prosperity and refinement. These areas have some of the highest per capita incomes with a passion for creating and living at a higher standard. Our goal is to generate new clientele for your company while increasing revenues and gaining more exposure for your business. Our certificate booklet, with its high-gloss and easy to read format, will help keep **Places™** in your targeted household for that entire three month period.

Direct Mail + Internet Exposure

In addition to your print ad, we also offer internet access to your coupon(s). That's right! Not only does that household get your coupon certificate but, if they wish, they can reprint it directly from our website, **placesadvertising.com**. This will give you additional sales, repeat business and exposure to thousands more select homeowners from our targeted zones! **Places™** will give your business the opportunity to increase sales and add to your bottom line almost instantly. The cost per home, for you, is less than ten cents.

Who Will Advertise

Businesses such as formal and casual dining, modernized health and fitness centers, entertainment, unique spas and salons, retail shops, boutiques, banks, fine jewelry stores, and more. Our coupon booklet contains elite establishments that dare to set their business apart from their competitors!

Limited Offering

All copy and payments must be received by our published closing date. We limit availability in specific categories, so get your ad in today!

Our Commitment

You will receive the finest quality in printing, direct mail and internet advertising for your investment. **Places™** certificate booklet will be mailed in your target market, enhancing your company's potential profitability. In addition, each advertiser will receive a complementary acrylic display with extra certificate booklets.