

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Marketing Architects, Inc.,
Plaintiff,
vs.
Creditanswers, LLC,
Defendant.

) FILE NUMBER: 09 cv 1125 MJD / JJG
)
)
) **COMPLAINT FOR PRELIMINARY**
) **AND PERMANENT INJUNCTIVE**
) **RELIEF AND OTHER RELIEF AND**
) **DEMAND FOR JURY TRIAL**
)
)

Plaintiff Marketing Architects, Inc. ("MAI") for its Complaint against defendant Creditanswers, LLC, states and alleges as follows:

JURISDICTION AND VENUE

1. This action is for copyright infringement under the copyright laws of the United States, 17 U.S.C. §101 *et seq.*
2. This court has subject matter jurisdiction over plaintiff's claims under 28 U.S.C. §§1331 and 1338(a).
3. Venue in this District is proper pursuant to 28 U.S.C. §§1391(b) and 1391(c).

THE PARTIES

4. Plaintiff MAI is a Minnesota corporation with its principal place of business at Suite 200, 110 Cheshire Lane, Minneapolis, Minnesota 55305. Plaintiff is a media agency and a national leader in providing turnkey broadcast advertising campaign services.

5. Defendant Creditanswers, LLC, is, upon information and belief, a Texas corporation with its principal place of business at Suite 200, 6200 Tennyson Parkway, Plano, Texas 75024. Defendant offers credit counseling and debt settlement services to members of the public. Defendant sells its services to consumers across the United States, including consumers

in the State of Minnesota, doing business under the assumed names Credit Answers, Amerilegal Debt Relief, Affiliated Financial Service, and National Debt Relief.

CONDUCT GIVING RISE TO VIOLATIONS OF LAW

6. On May 31, 2007, MAI entered into a written Advertising Agreement with defendant whereby MAI agreed to provide to defendant turnkey direct response audio advertising services for the period from June 25, 2007 through June 25, 2008. A true and correct copy of the parties' Advertising Agreement is attached hereto as Exhibit A. Among the services that MAI provided to defendant pursuant to the Advertising Agreement were MAI's creation and production of a 60-second audio advertisement entitled "You Have the Power" (the "Radio Spot"); MAI's placement of the Radio Spot for repeated broadcast on various radio stations across the United States; and MAI's call center services for processing consumer calls to the toll-free telephone number identified in the Radio Spot.

7. The script that plaintiff MAI created for the Radio Spot (the "Work") was and is original to plaintiff, and was authored exclusively by plaintiff. A true and correct copy of the Work is attached hereto as Exhibit B.

8. On or about September 18, 2008, after the Advertising Agreement had expired by its terms, plaintiff learned that defendant Creditanswers, without license or authority from plaintiff, was using the Work in a 60-second radio advertisement produced not by plaintiff but by an entity unknown to plaintiff. The defendant's "new" radio advertisement employed a script that is identical, or virtually identical, to the Work. Upon learning of defendant's unauthorized copying and use of the Work, plaintiff demanded that defendant cease and desist from any further unauthorized use of the Work, and defendant, through its counsel, agreed to so cease and desist.

9. On or about May 1, 2009, defendant learned that defendant Creditanswers had not, in fact, ceased its use of the Work in its radio broadcast advertising, but was continuing to use the Work in 60-second radio broadcast spots. A true and correct copy of a transcript of defendant's radio advertisement, as broadcast without license or authority from plaintiff in September 2008, in May 2009, and, on information and belief, at other times and on dozens of radio stations across the country, is attached hereto as Exhibit C.

10. On May 5, 2009, plaintiff duly filed an application to register the Work with United States Copyright Office. A true and correct copy of the application is attached hereto as Exhibit D.

11. The United States Copyright Office is in possession of plaintiff's application to register the Work, along with a deposit copy of the Work and the applicable filing fee. A true and correct copy of proof of plaintiff's United States Copyright Office filing is attached hereto as Exhibit E.

12. Defendant's actions with regard to the Work were and continue to be without plaintiff's permission, license or consent.

13. Defendant's actions with regard to the Work constitute copyright infringement in violation of 17 U.S.C. §501.

14. By reason of defendant's infringement of the Work, plaintiff is being damaged and will continue to be damaged and irreparably harmed unless such acts are preliminarily and permanently enjoined. Plaintiff has no adequate remedy at law.

WHEREFORE, plaintiff MAI prays for an Order directing as follows:

A. That defendant Creditanswers, LLC is adjudged to have infringed plaintiff's Work;

B. That defendant, along with its officers, agents, servants, employees, and all persons in active concert or participation with any of them, be preliminarily and permanently enjoined from any further copying, production, reproduction, publication, display, distribution, or broadcast of plaintiff's Work;

C. That defendant provide a full and complete accounting of all gains, profits and advantages it has derived from its infringing acts;

D. That defendant be required to pay to plaintiff all gains, profits and advantages it has derived from its infringing acts;

E. That defendant deliver to plaintiff all inventory of infringing products in its possession, or subject to its control, for impoundment and destruction;

F. That defendant be required to pay plaintiff such damages as plaintiff has sustained from defendant's infringing acts;

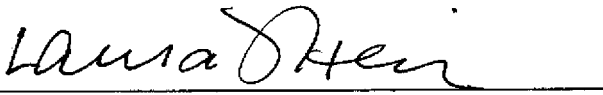
G. That plaintiff be awarded its costs, disbursements, and reasonable attorneys' fees; and

H. That plaintiff be awarded such other and further relief as the Court may deem just and proper.

PLAINTIFF DEMANDS A JURY TRIAL.

Dated: May 14, 2009.

GRAY, PLANT, MOOTY,
MOOTY & BENNETT, P.A.

By 

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May 14, 2009

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Handwritten number: 316587

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09 MAY 14 PM 12:33
CLERK U.S. DIST COURT
MINNEAPOLIS, MN

BY MESSENGER

Clerk of Court
United States District Court
District of Minnesota
300 South Fourth Street, Suite 202
Minneapolis, MN 55415

RE: *Marketing Architects, Inc. v. Creditanswers, LLC*

Dear Clerk of Court:

I enclose for filing the originals of the following documents:

1. Summons;
2. Complaint for Preliminary and Permanent Injunctive Relief and Other Relief and Demand for Jury Trial;
3. Civil Cover Sheet; and
4. Filing fee in the amount of \$350.00.

Please issue the Summons and return it to the undersigned for service upon the defendant. If you have any questions, please do not hesitate to contact me.

Very truly yours,

GRAY, PLANT, MOOTY,
MOOTY & BENNETT, P.A.

By *Laura J. Hein*
Laura J. Hein

LJH/ps
Enclosures