

**FILED: NEW YORK COUNTY CLERK 02/23/2018 11:07 AM**

NYSCEF DOC. NO. 1

INDEX NO. 650870/2018

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

|  |   |           |
|--|---|-----------|
| SM KIDS, LLC, a Delaware limited liability company, as successor-in-interest to STELOR PRODUCTIONS, LLC,   | : |           |
|  | : | Index No. |
| Plaintiff,   | : |           |
|  | : | COMPLAINT |
| - against -  | : |           |
| GOOGLE LLC, a Delaware limited liability company; ALPHABET INC., a Delaware corporation; XXVI HOLDINGS INC., a Delaware corporation; and JOHN AND/OR JANE DOES 1-100, Inclusive, | : |           |
| Defendants.  | : |           |

SM Kids, LLC, a Delaware limited liability company, as the successor-in-interest to Stelor Productions, LLC ("Stelor"), alleges against Defendants Google Inc., a Delaware limited liability company, Alphabet Inc., a Delaware corporation, XXVI Holdings Inc., a Delaware corporation (collectively, "Google"), and Does 1- 100, inclusive, as follows:

**INTRODUCTION**

1. Before there was "Google," there was "Googles," a multimedia platform for children. Googles, founded in the mid-1990s, develops music, books, animated series, and other media such as live action short form and reality-based content with the goal of providing children with guidance and support through the use of fun, safe, and educational messages. At all times relevant to this lawsuit, Stelor possessed the rights to Googles, including ownership of certain trademark registrations for Googles and design and the googles.com domain name and website.

2. In 2008, Google — not yet the world-dominating behemoth it is today — reached an agreement with Stelor to settle litigation arising out of the understandable confusion between

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the “Google” and “Googles” brands (the “Settlement Agreement” or “Agreement”). As part of the Settlement Agreement, Google agreed not to make any material modifications to its then-current offering of search engine-related products or services in a manner that would likely create confusion with Stelor’s children’s-related multimedia business, including, for example, by creating, designing, or publishing products that provide fictional children’s-related content.

3. By consenting to the Settlement Agreement, Stelor permitted Google to move forward with the Google trademark, tradename, domain name, and website, thereby enabling Google to grow into a company that is currently valued at more than \$800 billion (a market cap of approximately \$800 billion as of the filing of this complaint). In exchange, Stelor asked for — and Google agreed to make — one simple concession: not to modify its business to create confusion or compete with Stelor’s children’s-related multimedia platform.

4. Notwithstanding this Agreement, Google has since made intentional business decisions in violation of this written promise — decisions that have debilitated Stelor’s business. First, Google created “Google Play,” a digital service operated and developed by Google that curates, publishes, distributes, and sells, among other things, children’s content in the form of mobile applications or “apps,” games, music, books, movies, television shows, magazines, and more. Second, Google launched “YouTube Kids,” a stand-alone mobile application built specifically for children and child-appropriate content; as described by Google, YouTube Kids is “the first Google product built from the ground up with little ones in mind.” YouTube Kids curates, publishes, and distributes, among other things, children’s content in the form of videos, including original children’s programming developed by Google. Consumers visiting the YouTube Kids website are made aware that YouTube Kids is a web product / service provided by Google and marketed under the Google banner. Since 2008, Google has also made numerous

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other modifications to its offering of products and services that have created confusion with Stelor's children's-related multimedia business, including the purchase of Launchpad Toys, its "Toontastic" App, and other offerings of children's-related products and services.

5. The release of these products and services constitutes an unequivocal breach of the Settlement Agreement by Google. By so doing, Google has severely damaged Stelor's business: investors and financiers are unwilling to provide capital to Stelor to promote its children's-related multimedia content business under the name Googles because they are concerned that Google has already prevented Stelor from progressing with and growing its business. In other words, Google has acted to undermine the purpose of the parties' Agreement by preventing Stelor from functioning within the very space carved out for Googles in the Settlement Agreement: children's multimedia content. In this respect, Google has precluded Stelor from realizing the intended benefits of the Settlement Agreement for which it bargained while at the same time reaping billions of dollars in value for the use of its Google trademark allowed under the Settlement Agreement.

6. Alphabet's corporate motto is "Do the right thing," a corollary to Google's famous "Don't be evil." Unfortunately, in this case, Google did the wrong thing: in an effort to achieve ever-increasing profits and market share domination, Google disregarded a contractual agreement that enabled it to secure such lofty profits in the first place. In this lawsuit, Stelor seeks to hold Google accountable for its broken promises.

#### **THE PARTIES**

7. SM Kids, LLC is a Delaware limited liability company. SM Kids, LLC is the successor-in-interest to Stelor Productions, LLC. SM Kids, LLC owns and controls all of the assets of Stelor Productions, LLC including, but not limited to, all of its business assets, all trademarks, all tradenames, all domain names, all websites and the goodwill associated

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therewith. In this respect, SM Kids, LLC, LLC is the owner of the Googles trademark, tradename, domain name and website and is the successor-in-interest to the Settlement Agreement and all rights and benefits set forth therein. For ease of reference, and as set forth above, SM Kids, LLC as the successor-in-interest to Stelor Productions, LLC, is referred to in the Complaint as "Stelor."

8. Google LLC is a Delaware limited liability company that conducts business in New York and within the State of New York, County of New York.

9. Alphabet Inc. is a Delaware corporation that conducts business in New York and within the State of New York, County of New York.

10. XXVI Holdings Inc. is a Delaware corporation that conducts business in New York and within the State of New York, County of New York.

11. The true names and capacities of Defendants sued as Does 1 through 100, inclusive, are currently unknown to Stelor at this time, who therefore sues these Defendants by such fictitious names. Stelor will seek leave to amend this Complaint to insert the true names and capacities of the fictitiously named Defendants when they are ascertained. Stelor is informed and believes, and based thereon alleges, that each of the Defendants sued as Does 1 through 100 is in some manner responsible or liable for the acts, occurrences and damages alleged in this Complaint and/or that Stelor is entitled to recover monetary damages, injunctive relief and declaratory relief as against each of them.

12. Stelor is informed and believes, and based thereon alleges, that at all times relevant to this Complaint, the above-named Defendants, including the Doe Defendants, and each of them, were the agents, employees, partners, members, managing members, officers, directors, shareholders, successors-in-interest, predecessors-in-interest, co-venturers, affiliated



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companies and related companies of the remaining co-Defendants and, in doing the acts alleged herein, each was acting within the course and scope of such agency, service, employment, partnership, company or corporate capacity, interest or venture, with the authorization, ratification, approval and/or agreement of their principals or the remaining co-Defendants.

### **JURISDICTION AND VENUE**

13. By virtue of the Settlement Agreement, and given the lack of complete diversity in this matter, the parties have previously agreed that this Complaint must be filed in the Supreme Court of the State of New York, County of New York.

14. Venue is proper in this court because Google conducts business within the State of New York, County of New York and because the parties have previously agreed to this venue in the Settlement Agreement.

### **FACTUAL ALLEGATIONS**

#### **Googles — And Googles.Com — Existed As A Multimedia Platform For Children's Content Prior To The Founding Of Google**

15. Googles, which started as a book "The Googles from Goo" (1995) — as well as a domain name, www.googles.com — subsequently became a multimedia platform for children that develops music, books, animated series, and other media such as live action short form and reality-based content with the goal of providing children with guidance and support through the use of fun, safe, and educational messages. At all times relevant to this lawsuit, Stelor possessed the rights to Googles, including ownership of certain trademark registrations for Googles and design and the googles.com domain name and website.

16. At all times from its inception to the present time, Googles' primary business objective has been to create and disseminate children's-related content in an attempt to stimulate children's minds and to instill in them important core values such as self-esteem, kindness, good

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manners and respect for the environment. This was Stelor's business model in 2008 — and it remains Stelor's business model today.

17. In the early-2000s, a rising, but not yet fully successful, company named Google sought to make use of a trademark registration for GOOGLE and design as well as the google.com domain name and website. Google was founded in 1998, after Googles. The Googles.com domain name had also been registered prior to Google.com.

**Google's Infringing Conduct Resulted In Litigation And  
Ultimately The Settlement Agreement At Issue In This Litigation**

18. Google's then-infringing behavior led to litigation between Stelor and Google, which ultimately culminated in a settlement. As part of the settlement, Stelor and Google entered into a Settlement Agreement dated as of December 16, 2008 (the "Settlement Agreement" or "Agreement" referenced previously) in which Stelor agreed that Google would be entitled to make use of the Google design trademark, tradename, domain name and website in exchange for Google's agreement not to intentionally make modifications to its then current offerings of search-engine related products and services so as to create confusion with Stelor's children-related products and services.

19. In particular, and as set forth in paragraph 7 of the Settlement Agreement, Google specifically agreed "that it will not intentionally make material modifications to its current offering of products or services in a manner that is likely to create confusion in connection with Stelor's present business." Paragraph 7 of the Settlement Agreement continues: "Google will not, for example, create, develop and publish fictional children's books, fictional children's videos or other fictional children's-related content that have a title of 'GOOGLE' or a 'GOOGLE-' formative title or mark."

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20. Google therefore explicitly agreed in the Settlement Agreement not to make any material modifications to its then-current offering of search engine-related products or services in a manner that would likely create confusion with Stelor's children's-related multimedia business. Google agreed, for example, that it would be prohibited from creating children's fictional books, videos and content, prohibited from developing children's fictional books, videos and content, and prohibited from publishing children's fictional books, videos and content.

21. By consenting to the Settlement Agreement, Stelor permitted Google to move forward with the Google trademark, tradename, domain name, and website, thereby enabling Google to grow into a company that is currently valued at more than \$800 billion (a market cap of approximately \$800 billion as of the filing of this complaint). In exchange, Stelor asked for — and Google agreed to make — one simple concession: not to modify its business to create confusion or compete with Stelor's children's-related multimedia platform.

**Google Has Violated The Settlement Agreement By Intentional Modifying Its Products In A Manner That Creates Confusion With Stelor's Children-Related Multimedia Business**

22. Notwithstanding this Agreement, since 2008, Google made conscious and intentional business decisions to modify its offerings of products and services that have created confusion in connection with Stelor's children-related products and services. This includes, but is not limited to, the creation of Google Play and YouTube Kids.

**Google Play**

23. On March 6, 2012, Google launched "Google Play," a digital distribution service operated and developed by Google. "Google Play" serves as the official mobile application or "app" store for phones, tablets, and other devices that run the Android operating system. (By one estimate, approximately 80% of the smartphones in the world run on Android.<sup>1</sup>) Google

<sup>1</sup> [http://europa.eu/rapid/press-release\\_IP-16-1492\\_en.htm](http://europa.eu/rapid/press-release_IP-16-1492_en.htm).

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Play is also available as part of Google's Chrome Operating System or by simply directing any web browser to [play.google.com/store](http://play.google.com/store). Google Play — whether accessed through Android's operating system, Chrome's operating system, or a web browser — consists of not only "apps" but also the following products: "Google Play Games," "Google Play Music," "Google Play Books," "Google Play Movies & TV," and "Google Play Newsstand." As the names suggest, Google Play distributes not only "apps," but also games, music, books, movies, television shows, and various news-related products, products which target the children's market.

24. In order to distribute any content through Google Play, developers must agree to the "Google Play Developer Distribution Agreement" (the "Distribution Agreement").<sup>2</sup> In the Distribution Agreement, Google describes its role as "display[ing] and mak[ing] Products available for viewing, download, and purchase by users." Moreover, by consenting to the Distribution Agreement, developers must also agree to Google Play's "Developer Program Policies,"<sup>3</sup> as well as the Google Play "Terms of Service."<sup>4</sup> The Distribution Agreement then permits Google to "takedown" any Product on Google Play that violates either its Terms of Service or its Developer Program Policies, both of which are subject to change by Google at any time. Thus, Google exercises this essentially unlimited curation power as the publisher, most notably, for example, by removing the social network application "Gab," and the privacy applications "Disconnect Mobile" "AdBlock-Plus" and "Adblock Fast," all for allegedly violating various Google Play policies or Terms of Service.

25. Google Play therefore functions as a publisher — curating, distributing, and selling content targeted for the children's market in every form of media imaginable: "apps,"

<sup>2</sup> The Google Play Distribution Agreement effective at the time of the filing of this Complaint is available at <https://play.google.com/about/developer-distribution-agreement.html> (Google Play Developer Distribution Agreement Effective as of May 17, 2017).

<sup>3</sup> [https://play.google.com/intl/None/about/developer-content-policy/#!?modal\\_active=none](https://play.google.com/intl/None/about/developer-content-policy/#!?modal_active=none).

<sup>4</sup> [https://play.google.com/intl/en-us\\_us/about/play-terms.html](https://play.google.com/intl/en-us_us/about/play-terms.html).



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games, music, books, movies, television shows, magazines, and more. The content includes fictional children's-related content, in plain violation of the parties' Settlement Agreement. Indeed, Google Play Games, Google Play Movies & TV, and Google Play Books each includes either a "Family" or "Children's" category, in which Google Play publishes *exclusively* children's-related content, including fictional children's-related content. For example: Google Play publishes in the "Google Play Books" store under the category of "Children's Books" a broad selection of fictional children's literature;<sup>5</sup> in the "Family" section of "Googles Movies & TV," Google Play likewise publishes an assortment of children's fictional television and movies.<sup>6</sup> In so doing, Google is not merely providing search-engine functionality, it is acting as a publisher of products and services targeted for the children's market.

26. Google Play had over 82 billion app downloads in 2016 and has reached over 3.5 million apps published in 2017. Google Play surpassed more than 1 billion active monthly users in 2015 and continues to expand its user base.

### YouTube Kids

27. On February 23, 2015, Google announced the launching of "YouTube Kids," a stand-alone mobile application built for children and child-appropriate content. YouTube Kids is available on both Google Play and the Apple "App Store."

28. YouTube and YouTube Kids are Google-formative titles and marks. As described by Google in the blog post announcing the creation of YouTube Kids: "Today, we're introducing the YouTube Kids app, the first *Google* product built from the ground up with little

<sup>5</sup> [https://play.google.com/store/books/category/coll\\_1689](https://play.google.com/store/books/category/coll_1689).

<sup>6</sup> <https://play.google.com/store/movies/category/FAMILY>.

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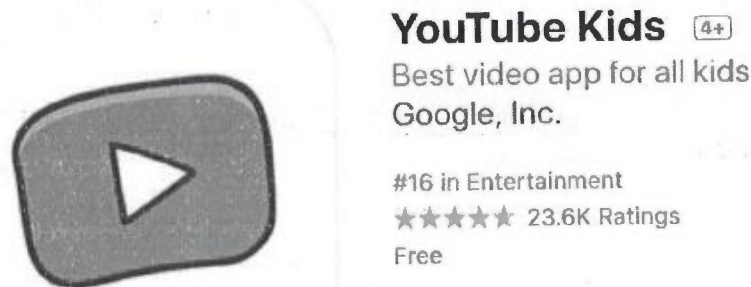
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ones in mind.”<sup>7</sup> (emphasis added.) This statement confirms what the entire world already knows: YouTube and YouTube Kids are brands that are synonymous with Google.

29. Moreover, both Google Play and the Apple App Store explicitly associate the Google name with the YouTube Kids application.

30. Below is the Apple App Store image for YouTube Kids, which prominently displays the Google mark.<sup>8</sup>



31. Below is the Google Play image for YouTube Kids, which likewise prominently displays the Google mark:<sup>9</sup>



32. Google describes YouTube Kids as an “app [that] makes it safer and easier for children to find videos on topics they want to explore.” Specifically:

<sup>7</sup> <https://youtube.googleblog.com/2015/02/youtube-kids.html>.

<sup>8</sup> See <https://itunes.apple.com/us/app/youtube-kids/id936971630?mt=8>.

<sup>9</sup> See <https://play.google.com/store/apps/details?id=com.google.android.apps.youtube.kids&hl=en>.

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For years, families have come to YouTube, watching countless hours of videos on all kinds of topics. Now, parents can rest a little easier knowing that videos in the YouTube Kids app are narrowed down to content appropriate for kids. You can browse channels and playlists in four categories: Shows, Music, Learning and Explore. Or search for videos of particular interest to your family, like how to build a model volcano, math tutorials, the amazing (and endless) world of trains—and everything in between.

Along with favorites from DreamWorksTV, Jim Henson TV, Mother Goose Club, Talking Tom and Friends and more, your kids can watch new series from YouTube channels they already like. Discover new facts about dinosaurs from National Geographic Kids; learn about technology from Reading Rainbow; or watch Thomas the Tank Engine leave the world of Sodor for the first time in 70 years to travel the globe.<sup>10</sup>

33. Google curates the content on YouTube Kids through the use of algorithmic features, a team of thousands of actual human beings that manually review videos, and also by relying on user reviews to flag content that is inappropriate for children.<sup>11</sup>

34. Accordingly, YouTube Kids is a Google product that explicitly curates, publishes, and distributes *exclusively* children's content in the form of videos. YouTube Kids contains millions of videos, including fictional children's-related content, featuring, for example, Thomas the Tank Engine, Sesame Street characters, Disney characters, comic book characters, various popular cartoon characters, and many, many more.

35. Google not only curates, publishes and distributes but also *creates* fictional children's-related content on YouTube Kids. In February 2017, Google announced that its Original Content Team has added four new original fictional series "created especially with the YouTube Kids app in mind."<sup>12</sup>

<sup>10</sup> <https://youtube.googleblog.com/2015/02/>.

<sup>11</sup> <https://www.theverge.com/2017/11/9/16629788/youtube-kids-disturbing-inappropriate-flag-age-restrict>.

<sup>12</sup> <https://youtube.googleblog.com/2017/02/youtube-kids-turns-2-and-theres-lots-to.html>.

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36. As of February 2017, YouTube Kids had amassed over 30 billion views and more than 8 million weekly active users.<sup>13</sup> Google sells ads against the videos that appear on YouTube Kids.<sup>14</sup> Google derives substantial revenues by doing so, revenues earned in violation of the Settlement Agreement.

**Google Has Made Additional Intentional Modifications To Its Products In A Manner That Creates Confusion With Stelor's Children-Related Multimedia Business**

37. Since 2008, Google has also made numerous other modifications to its offerings of products and services that have created confusion with Stelor's children's-related multimedia business including, but not limited to, convening "Camp Google," a month long online science camp for kids,<sup>15</sup> initiating "Project Bloks," an open hardware platform designed to teach kids how to code,<sup>16</sup> purchasing Launchpad Toys, which produces an app called "Toontastic" that allows children to tell stories through animations,<sup>17</sup> and creating and launching numerous other offerings of children's-related products and services.

**Google Has Breached The Settlement Agreement And Has Not Acted In Good Faith**

38. By creating and launching Google Play, YouTube Kids, and these other children's-related multimedia products and services, Google intentionally modified its offerings of products and services in such a way as to move its business into the realm of children-related multimedia, including fictional children's related content, and is thus in breach of the Settlement Agreement.

39. This conduct by Google not only violates the Settlement Agreement, in particular paragraph 7 thereof, it has severely damaged Stelor's business in that investors and financiers are

<sup>13</sup> <https://youtube.googleblog.com/2017/02/youtube-kids-turns-2-and-theres-lots-to.html>.

<sup>14</sup> <https://support.google.com/youtube/answer/6168681?hl=en>.

<sup>15</sup> <https://9to5google.com/2015/07/06/camp-google-weekly-collection-science-lessons-kids/>.

<sup>16</sup> <https://projectbloks.withgoogle.com/>.

<sup>17</sup> <https://techcrunch.com/2017/01/12/googles-toontastic-storytelling-app-for-kids-goes-3d/>.



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unwilling to provide capital to Stelor to promote its children's-related content business under the name Googles because such investors and financiers believe that Google has already prevented Stelor from progressing with and growing its business.

**FIRST CAUSE OF ACTION**

**(For Breach of Contract Against Google, Alphabet, XXVI Holdings and Does 1 through 50)**

40. Stelor incorporates by reference paragraphs 1 through 39 above as though fully set forth herein.

41. Stelor and Google entered into the Settlement Agreement.

42. Stelor has performed all of the covenants and conditions required to be performed by Stelor pursuant to the Settlement Agreement, except those waived, prevented, excused or rendered unnecessary by virtue of Google's breach.

43. Google has breached the Settlement Agreement, among other breaches, as follows: (a) by intentionally modifying the offerings of its products and services to include the product / service Google Play, under the Google banner, which publishes children's-related content, including fictional children's-related content; (b) by intentionally modifying the offering of its products and services to include the product / service YouTube Kids, under the Google banner, which publishes children's-related content, including fictional children's-related content; (c) by creating, developing and publishing children's mobile applications or "apps"; (d) by creating, developing and publishing children's games; (e) by creating, developing and publishing children's music; (f) by creating, developing and publishing children's books; (g) by creating, developing and publishing children's movies, television shows, or other videos; (h) by creating, developing and publishing children's magazines; and (i) by creating, developing and publishing other children's-related content, including, but not limited to, Camp Google, Project Bloks and Launchpad Toys and other offerings of children-related products and services.

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44. As a direct and proximate result of Google's breach of the Settlement Agreement, Stelor has been damaged in an amount according to proof at the time of trial, but at least in the amount of Twenty Five Million Dollars (\$25,000,000), together with interest thereon at the maximum allowable legal rate.

**SECOND CAUSE OF ACTION**  
**(For Breach of the Implied Covenant of Good Faith and Fair Dealing Against Google, Alphabet, XXVI Holdings and Does 1 through 50)**

45. Stelor incorporates by reference paragraphs 1 through 44 above as though fully set forth herein.

46. The Settlement Agreement contains an implied covenant that Google shall, at all times, act in good faith and deal fairly with Stelor and will refrain from any acts which would prevent Stelor from realizing the intended benefits of the Settlement Agreement including, but not limited to, Google's agreement not to make any material modifications to its then-current offerings of search engine-related products or services in a manner that would likely create confusion with Stelor's children's-related multimedia business including, for example, by creating, designing, or publishing products that provide fictional children's-related content.

47. By virtue of the allegations set forth in paragraph 43 above, Google has breached the implied covenant of good faith and fair dealing.

48. In addition, a search for Googles on the Google search engine does not return a reference to Googles.com. This further undermines Stelor's ability to promote its multimedia children's business.

49. As a direct and proximate result of Google's breach of the implied covenant of good faith and fair dealing, Stelor has been damaged in an amount according to proof at the time of trial, but at least in the amount of Twenty Five Million Dollars (\$25,000,000), together with interest thereon at the maximum allowable legal rate.

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**THIRD CAUSE OF ACTION**

**(For Injunctive Relief Against Google, Alphabet, XXVI Holdings and Does 51 through 100)**

50. Stelor incorporates by reference paragraphs 1 through 43 and 46 through 48 as though fully set forth herein.

51. Inasmuch as the Settlement Agreement prevents Google from creating, developing and publishing children's-related content and, for example, fictional children's-related content, and because Google has nevertheless done so as alleged above, Stelor is entitled to the issuance of a temporary, preliminary and permanent injunction which prohibits Google from any violation of the Settlement Agreement and which, in particular, prohibits Google from publishing, operating and profiting from Google Play, from publishing, operating and profiting from YouTube Kids and from publishing, operating and profiting from other products and services which target the children's content market.

**FOURTH CAUSE OF ACTION**

**(For Declaratory Relief Against Google, Alphabet, XXVI Holdings and Does 1 through 100)**

52. Stelor incorporates by reference paragraphs 1 through 51 above as though fully set forth herein.

53. Stelor contends that by virtue of the Settlement Agreement and on a going-forward basis, Google is precluded from creating, developing and publishing children's-related content and, for example, children's fictional books, videos and content and, at the same time, Stelor is entitled to conduct its own children-related content business under the trade name Googles, by making use of the Googles and design trademark and the Googles domain name and website.

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54. Stelor is informed and believes, and based thereon alleges, that Google and the Doe-Defendants, and each of them, deny and dispute Stelor's contentions and allegations as set forth above.

55. In this respect, there is an actual and existing controversy between Stelor, on the one hand, and Google, on the other, concerning their respective rights, duties and obligations relating to: (i) the Settlement Agreement; (ii) whether or not Google is prohibited from publishing, operating and profiting from Google Play; (iii) whether or not Google is prohibited from publishing, operating and profiting from YouTube Kids; (iv) whether or not Google is precluded from creating, developing and publishing children's mobile applications or "apps," games, music, books, movies, television shows, magazines, and other content; and (v) whether or not Stelor is entitled to conduct its own children-related content business under the trade name Googles, by making use of the Googles trademark and design and the Googles domain name and website. This controversy is the proper subject for declaratory relief. A judicial declaration is necessary and appropriate at the present time so that the parties may ascertain their respective rights, duties and obligations, on a moving-forward basis, with respect to the agreements, transactions and conduct at issue.

#### PRAYER FOR RELIEF

WHEREFORE, Stelor hereby prays for relief as follows:

1. for compensatory damages in an amount according to proof at the time of trial, but at least in the amount of Twenty Five Million Dollars (\$25,000,000), together with interest thereon at the maximum allowable legal rate;
2. for temporary, preliminary and permanent injunctive relief which prohibits Google from (i) publishing, operating and profiting from Google Play; (ii) publishing, operating and profiting from YouTube Kids; (iii) creating, developing and publishing any children's-



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content, including fictional children's-related content; (iv) creating, developing and publishing children's mobile applications or "apps"; (v) creating, developing and publishing children's games; (vi) creating, developing and publishing children's music; (vii) creating, developing and publishing children's books; (viii) creating, developing and publishing children's movies, television shows, or other videos; (ix) creating, developing and publishing children's magazines; and (x) creating, developing and publishing other children's-related content including, but not limited to, Camp Google, Project Bloks, and Launchpad Toys.

3. for a declaration from this Court that, on a moving-forward basis, Google is prohibited from (i) publishing, operating and profiting from Google Play; (ii) publishing, operating and profiting from YouTube Kids; (iii) creating, developing and publishing any children's-related content, including fictional children's-related content; (iv) creating, developing and publishing children's mobile applications or "apps" (v) creating, developing and publishing children's games; (vi) creating, developing and publishing children's music; (vii) creating, developing and publishing children's books (viii) creating, developing and publishing children's movies, television shows, or other videos (ix) creating, developing and publishing children's magazines; and (x) creating, developing and publishing other children's-related content, including, but not limited to, Camp Google, Project Bloks, and Launchpad Toys.

4. for costs of suit; and

5. for such other and further relief as the Court may deem just and proper.

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Respectfully submitted,

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