

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

JUDITH SHEINDLIN)	
)	No. _____
Plaintiff,)	
)	<u>COMPLAINT</u>
v.)	
)	(Jury Trial Demanded)
THE HAYMOND LAW FIRM, P.C.,)	
a Connecticut Corporation, and)	
JOHN HAYMOND)	
)	
Defendants.)	March 12, 2014
)	

Judge Judith Sheindlin, by her attorneys Wiggin and Dana LLP and Paul, Weiss, Rifkind, Wharton & Garrison LLP, for her complaint against Defendants The Haymond Law Firm, P.C. (“Haymond Law”) and John Haymond (together with Haymond Law, the “Haymond Defendants”), alleges, on personal knowledge (except for paragraphs 3, 4, 13, 16 and 17, which are alleged on information and belief), as follows:

NATURE OF THE ACTION

1. Plaintiff Judith Sheindlin (“Sheindlin”) has starred for the past eighteen years as the judge on the television series *Judge Judy*. Without obtaining Sheindlin’s consent or authorization, the Haymond Defendants used Sheindlin’s likeness for their own benefit in multiple, fabricated television advertisements that were repeatedly broadcast on local television stations in Connecticut and Massachusetts, as well as posted to Haymond Law’s website and YouTube channel. The Haymond Defendants’ objective was to promote their business by pretending that Sheindlin had sponsored, endorsed, or is associated with their services. With this complaint, Sheindlin seeks compensatory and punitive damages, injunctive relief, and costs and attorneys’

fees, for the Haymond Defendants' wrongful appropriation and commercial use of Sheindlin's likeness in these unauthorized advertisements.

THE PARTIES

2. Plaintiff Sheindlin is a citizen of Florida.

3. Defendant Haymond Law is a professional corporation organized and existing under the laws of the State of Connecticut, with offices in Connecticut, Massachusetts, New York, and Rhode Island.

4. Defendant John Haymond is the President and Vice President of Haymond Law, as well as its Chief Executive Officer. Mr. Haymond is a citizen and resident of Connecticut and is admitted to practice law in Connecticut.

JURISDICTION AND VENUE

5. This is an action seeking damages and injunctive relief for false endorsement under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), for unfair or deceptive acts or practices under the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b(a), and for common law appropriation under the common law of the state of Connecticut. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a). This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367(a).

6. This Court also has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) in that there is complete diversity of citizenship between Plaintiff and Defendants and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

7. This Court has personal jurisdiction over Defendant Haymond Law because it is incorporated under the laws of this State and because the wrongful conduct occurred in this State and in this District.

8. This Court has personal jurisdiction over Defendant John Haymond because he is a citizen of this State.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) because all Defendants are residents of this State and District, as well as 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred in this District.

FACTUAL ALLEGATIONS

Sheindlin's Control over Her Well-Known and Trusted Image and Name

10. Sheindlin is among America's best known stars of daytime television. The series in which she stars, *Judge Judy*, is in its eighteenth season and is broadcast nationwide and around the world. For the past four seasons, *Judge Judy* has been daytime television's number one rated show in the United States.

11. Sheindlin is a best-selling author and, in addition to her daily appearances on *Judge Judy*, she also appears regularly on television news programs and in print media. A 2013 Reader's Digest survey ranked her as one of the "100 Most Trusted Americans."

12. Sheindlin maintains control over her image and name. She has refrained from engaging in the commercial endorsement of the products or services of others.

Defendants' Unauthorized Appropriation of Sheindlin's Image and Name

13. Haymond Law advertises regularly on television and over the internet. Mr. Haymond plays a leading role in many of the firm's advertisements and is well known in Connecticut due to his advertising presence.

14. Since at least as early as March 2013, and as recently as March 6, 2014, Haymond Law has, without Sheindlin's consent or authorization, participated in creating and broadcasting advertisements bearing the law firm's name and starring Mr. Haymond (the "Unauthorized Advertisements"), which employ and exploit scenes from the *Judge Judy* series featuring Sheindlin.

15. The Unauthorized Advertisements are fabrications. They alternate actual clips of Sheindlin from the *Judge Judy* series with clips of Mr. Haymond and his daughters. The Unauthorized Advertisements feature prominently the words "Attorney John Haymond" and "The Haymond Law Firm." The Unauthorized Advertisements are edited to imply that Sheindlin actually is interacting with Mr. Haymond and his daughters, though in reality she has never met him.

16. The Unauthorized Advertisements have aired repeatedly on WCTX-TV in New Haven/Hartford, Connecticut and on WWLP-TV in Springfield, Massachusetts during each station's broadcast of the *Judge Judy* series.

17. The Unauthorized Advertisements were also posted to each station's website, along with Haymond Law's website and YouTube channel.

18. The Unauthorized Advertisements expressly, impliedly, and falsely state that Sheindlin sponsors, endorses, and is associated with the Haymond Defendants.

19. But, consistent with her policy of not commercially endorsing the products or services of others, Sheindlin has never authorized the Haymond Defendants to use her likeness in connection with the Unauthorized Advertisements.

20. The Haymond Defendants used Sheindlin's likeness in total disregard of her rights of privacy and publicity.

21. By claiming in the Unauthorized Advertisements a purported endorsement of its legal services by one of the nation's most recognizable television judges, the Haymond Defendants have and will continue to profit unjustly from the use of Sheindlin's reputation, prestige, and standing.

22. The Haymond Defendants' conduct was willful, malicious, and in reckless indifference to Sheindlin's rights. The Haymond Defendants had received notice in March 2013 from Sheindlin's producer, CBS Television Distribution, that the Unauthorized Advertisements were not permitted. In April 2013, Haymond Law removed the Unauthorized Advertisements from its website and YouTube channel. Nevertheless, as recently as March 6, 2014, the Unauthorized Advertisements reappeared on local television stations.

23. The Haymond Defendants are also bound by their ethical duties under the Connecticut Rules of Professional Conduct. In particular, the Rules provide that "[a] lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services." Connecticut Rules of Professional Conduct 7.1 and 7.2. In light of the rules governing attorney advertising, it is particularly egregious for the Haymond Defendants to produce commercials such as the Unauthorized Advertisements.

Plaintiff's Injury

24. By trading, without consent or authorization, on Sheindlin's well-known persona, the Haymond Defendants have irreparably harmed and damaged Sheindlin's hard-earned professional and artistic reputation, dignity, and prestige.

25. The Haymond Defendants' unlawful use of Sheindlin's likeness is particularly egregious and damaging because Sheindlin has deliberately chosen not to endorse any products or services unrelated to the *Judge Judy* series.

FIRST CLAIM FOR RELIEF **(False Endorsement under the Lanham Act)**

26. Sheindlin repeats and realleges the allegations set forth in paragraphs 1 through 25 of this complaint as if fully set forth herein.

27. By creating and broadcasting the Unauthorized Advertisements, the Haymond Defendants have falsely represented to the public that the Haymond Defendants are endorsed by, sponsored by, or associated with Sheindlin.

28. As a result, members of the public will be and, in fact, have already been deceived and/or confused into believing that the Haymond Defendants and their services are endorsed by, sponsored, or associated with Sheindlin. Sheindlin has been injured by the Haymond Defendants' unauthorized use of her likeness as an apparent sponsorship and endorsement of their legal services.

29. By reason of the foregoing, the Haymond Defendants have violated Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

30. As a proximate result of the Haymond Defendants' actions, Sheindlin has suffered actual damages in an amount to be proven at trial.

31. Pursuant to 15 U.S.C. § 1117(a), Sheindlin is further entitled to the disgorgement of the Haymond Defendants' profits from their unlawful conduct, costs, and attorneys' fees.

32. Pursuant to 15 U.S.C. § 1116, Sheindlin is further entitled to the entry of a permanent injunction enjoining the Haymond Defendants from using Sheindlin's likeness or otherwise representing that the Haymond Defendants are endorsed by, sponsored, or associated with Sheindlin.

SECOND CLAIM FOR RELIEF
(Unfair or Deceptive Acts or Practices
Under the Connecticut Unfair Trade Practices Act)

33. Sheindlin repeats and realleges the allegations set forth in paragraphs 1 through 32 of this complaint as if fully set forth herein.

34. The Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b(a) provides: "No person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."

35. By creating and broadcasting the Unauthorized Advertisements, the Haymond Defendants have falsely represented to the public that the Haymond Defendants are endorsed by, sponsored by, or associated with Sheindlin.

36. As a result, members of the public will be and, in fact, have already been deceived and/or confused into believing that the Haymond Defendants and their services are endorsed by, sponsored, or associated with Sheindlin. The Haymond Defendants' unauthorized use of her likeness as an apparent sponsorship and endorsement of their legal services has resulted in an ascertainable loss of money or

property to Sheindlin by, among other things, diminishing her reputation with consumers, devaluing her brand, and invading her legal rights.

37. By reason of the foregoing, the Haymond Defendants' conduct has been unlawful or offended public policy as it has been established by statutes, including the Lanham Act, the common law, or otherwise in that it is within at least the penumbra of common-law, statutory, or another established concept of unfairness, and for that reason constitutes an unfair or deceptive act or practice.

38. The Haymond Defendants' conduct also has been fraudulent, immoral, unethical, oppressive, or unscrupulous, and for that reason constitutes an unfair or deceptive act or practice.

39. The Haymond Defendants' conduct also has caused substantial injury to consumers, competitors, and/or other business persons or entities, including Sheindlin, and for that reason as well constitutes an unfair or deceptive act or practice. The substantial injury inflicted by the Haymond Defendants' conduct was and is not outweighed by any countervailing benefits to consumers or competition (because there is no such benefit), and reasonably could not have been and cannot be avoided by consumers, competitors, and/or other business persons or entities, including Sheindlin.

40. The Haymond Defendants' conduct also is likely to mislead consumers, who are acting reasonably when viewing the Haymond Defendants' advertisements, and is likely to affect consumers' decisions or conduct. For these reasons, the Haymond Defendants' conduct constitutes an unfair or deceptive act or practice.

41. Because the Haymond Defendants have acted with a willful, reckless and/or wanton indifference to Sheindlin's rights, the Haymond Defendants also are liable for punitive damages pursuant to Conn. Gen. Stat. § 42-110g(a). Sheindlin also is entitled to recover her costs and reasonable attorneys' fees incurred in prosecuting this action pursuant to Conn. Gen. Stat. § 42-110g(d). Pursuant to Conn. Gen. Stat. § 42-110g(a), Sheindlin is further entitled to the entry of a permanent injunction enjoining the Haymond Defendants from using Sheindlin's likeness or otherwise representing that the Haymond Defendants are endorsed by, sponsored, or associated with Sheindlin.

42. In compliance with Conn. Gen. Stat. § 42-110g(c), a copy of this Complaint is being mailed to the Attorney General of the State of Connecticut and the Connecticut Commissioner of Consumer Protection on this date.

THIRD CLAIM FOR RELIEF
(Appropriation of Likeness under Connecticut Common Law)

43. Sheindlin repeats and realleges the allegations set forth in paragraphs 1 through 42 of this complaint as if fully set forth herein.

44. Without Sheindlin's consent or authorization, the Haymond Defendants knowingly caused the Unauthorized Advertisements, which contain Sheindlin's likeness, to be created and broadcast on television and over the internet.

45. The Haymond Defendants' use of Sheindlin's likeness was for the purposes of advertising, selling, and soliciting the purchase of Haymond Law's legal services by *Judge Judy* viewers and by other members of the public.

46. Sheindlin never consented to or authorized the Unauthorized Advertisements, nor would she have consented to or authorized the Unauthorized Advertisements if given the opportunity.

47. The Haymond Defendants' conduct was willful, malicious, and in reckless indifference to Sheindlin's common law right of privacy.

48. As a proximate result of the Haymond Defendants' actions, Sheindlin has suffered actual damages in an amount to be proven at trial.

49. The Haymond Defendants knew that they did not have permission to produce or broadcast the Unauthorized Advertisements, yet they continued to do so. Accordingly, Sheindlin seeks an award of punitive damages against the Haymond Defendants, in an amount to be determined at trial.

FOURTH CLAIM FOR RELIEF
(Appropriation of the Right of Publicity under Connecticut Common Law)

50. Sheindlin repeats and realleges the allegations set forth in paragraphs 1 through 49 of this complaint as if fully set forth herein.

51. The Haymond Defendants' use of Sheindlin's likeness was for the purposes of advertising, selling, and soliciting the purchase of the Haymond Defendants' legal services by *Judge Judy* viewers and by other members of the public.

52. Sheindlin never consented to the Unauthorized Advertisements, nor would she have consented to or authorized the Unauthorized Advertisements if given the opportunity.

53. The Haymond Defendants' conduct was willful, malicious, and in reckless indifference to Sheindlin's common law right of publicity.

54. As a proximate result of the Haymond Defendants' actions, Sheindlin has suffered actual damages in an amount to be proven at trial.

55. The Haymond Defendants knew that they did not have permission to produce or broadcast the Unauthorized Advertisements, yet they continued to do so.

Accordingly, Sheindlin seeks an award of punitive damages against the Haymond Defendants, in an amount to be determined at trial.

WHEREFORE, Sheindlin demands judgment against the Haymond Defendants as follows:

A. Damages against the Haymond Defendants in an amount to be determined at trial, but believed to be in excess of \$75,000.

B. Disgorgement of the Haymond Defendants' profits pursuant to 15 U.S.C. § 1117(a).

C. Costs and attorneys' fees pursuant to 15 U.S.C. § 1117(a) and/or Conn. Gen. Stat. § 42-110g(d).

D. Punitive damages against the Haymond Defendants pursuant to Conn. Gen. Stat. § 42-110g(a) and/or Connecticut common law.

E. Preliminary and permanent injunctive relief preventing the Haymond Defendants from any further broadcast, transmission, or dissemination of the Unauthorized Advertisements.

DEMAND FOR JURY TRIAL

Sheindlin hereby demands a trial by jury of all issues so triable.

Dated: March 12, 2014
New Haven, Connecticut

WIGGIN AND DANA LLP

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