

printing equipment and started printing some orders for its titles itself. PA currently publishes approximately 40,000 titles.

2. Defendant Lightning Source, Inc. (“LSI” or “Defendant”) is a Delaware Corporation, with its principal office and place of business located in La Vergne, Tennessee. LSI prints books for publishers like PA.

3. This Court has jurisdiction over this civil action pursuant to 28 U.S.C. § 1332 based upon the fact that the amount in controversy exceeds \$75,000 and there is a diversity of citizenship between the parties to this matter. This Court has venue over this action pursuant to 28 U.S.C. § 1391 based upon Defendant’s residence in the Middle District of Tennessee.

4. **JURY DEMAND**: Plaintiff demands a jury trial on all issues so triable.

II. FORMATION OF THE CONTRACT

5. On or about June 1, 2005, PA and LSI entered into a “Print on Demand Agreement” (hereinafter referred to as the “Agreement”). A copy of that agreement, which was signed by both parties, is attached hereto as Exhibit 1 and incorporated herein. LSI’s Print on Demand Publisher Operating Manual (hereinafter referred to as the “Operating Manual”) was incorporated into and formed a part of the Agreement. A copy of the Operating Manual is attached hereto as Exhibit 2 and incorporated herein.

6. The term of the Agreement was for one year. However, the parties agreed to continue their relationship through the filing date of this Complaint by assenting to a series of print on demand contracts of approximately one year each (“renewal terms”). All references to the “Agreement” herein shall include the renewal terms unless stated otherwise. Except for the

