

FILED

1 SILVER & FREEDMAN
2 A PROFESSIONAL LAW CORPORATION
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6 Los Angeles, California 90067-3005
7 Tel 310.282.9400 / Fax 310.282.2500

10 AUG 19 PM 4:01

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: _____

5 Attorneys for Sandra Segal Polin and
6 Lauri Kritt Martin

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

CV10 6223 - PA
(EX)

11 SANDRA SEGAL POLIN, individually
12 and doing business as LAW OFFICES
13 OF SANDRA SEGAL POLIN and
14 LAURI KRITT MARTIN, an
15 individual,

CASE NO.

COMPLAINT FOR TRADEMARK
INFRINGEMENT; VIOLATION OF
ANTICYBERSQUATTING ACT;
FALSE DESIGNATION OF
ORIGIN; AND UNFAIR
COMPETITION; COMMON
COUNTS; AND CONTRACT
BREACH

14 Plaintiffs,

15 vs.

16 ANDY BEHRMAN, an individual;
17 SKYWRITING, LLC, a California
18 limited liability company; and DOES 1
19 through 10, inclusive,

18 Defendants.

20 Plaintiffs, Sandra Segal Polin, individually and doing business as Law Offices
21 of Sandra Segal Polin, and Lauri Kritt Martin allege:

22 FIRST CLAIM

23 (Common Law Trademark Infringement Against All Defendants)

24 1. Plaintiffs, Sandra Segal Polin ("Polin") and Lauri Kritt Martin
25 ("Martin") are individuals duly licensed to and practicing law in the State of
26 California, with their principal place of business located in the City of Santa
27 Monica, County of Los Angeles, California. Polin does business as Law Offices of
28 Sandra Segal Polin, and, at all times herein concerned, both plaintiffs practiced law

1 for said firm.

2 2. This action is for, inter alia, infringement of plaintiffs' trademarks in
3 violation of the laws of the United States and for related state law violations. This
4 Court has subject matter jurisdiction pursuant to 15 U.S.C. §1121(a) (trademark
5 actions), 28 U.S.C. §1331 and § 1338 (federal question) and 28 U.S.C. §1367(a)
6 (supplemental jurisdiction). Venue is proper in this District under 28 U.S.C. §
7 1391(b) in that a substantial part of the events and omissions giving rise to the
8 claims arose in this District, and the injury and damage to plaintiffs occurred and is
9 continuing to occur in this District.

10 3. Plaintiffs are informed and believe and, based thereon, allege that this
11 Court has personal jurisdiction over defendants in that they reside in and have
12 purposefully availed themselves of and have done business in this District and the
13 State of California. Defendants have also done acts having an effect in this District
14 and have engaged in interstate commerce with citizens of this District and elsewhere
15 and utilized the offending domain names throughout California and worldwide.

16 4. Defendant, Andy Behrman ("Behrman"), an individual, is a resident
17 and citizen of this District, and, on information and belief, conducts business in
18 interstate commerce from a location in the County of Los Angeles.

19 5. Plaintiffs are informed and believe and upon such information and
20 belief allege that defendant, Skywriting, LLC is a California limited liability
21 company, doing business in interstate commerce and in this District from its
22 principal place of business at Behrman's residence at 3337 Scadlock Lane, Sherman
23 Oaks, California. Plaintiffs are further informed and believe that Skywriting LLC is
24 a mere shell, instrumentality and conduit through which Behrman carries on
25 business to such extent that any individuality or separateness of said entity does not
26 exist, and, in fact, there exists a unity of interest and ownership establishing an alter
27 ego relationship between the said defendants.

28 6. The true names or capacities, whether individual, corporate, associate

1 or otherwise of defendants sued herein as Does 1 through 10 are unknown to
2 plaintiffs who, therefore, sue such defendants by such fictitious names. Plaintiffs
3 will ask leave to amend this pleading to show their true names or capacities when
4 the same have been ascertained. Plaintiffs are informed and believe and upon such
5 information and belief allege that the DOE defendants conspired with and aided and
6 abetted the other defendants to do the things complained hereof.

7 7. Plaintiffs are, and for years have been, rendering services as attorneys
8 at law specializing in dissolution of marriage and other family law matters.

9 8. Plaintiffs are informed and believe and upon such information and
10 belief allege that each of the defendants was the agent and/or employee of each of
11 the remaining defendants and, in doing the things alleged herein, was acting as a
12 conspirator or agent of the other defendants.

13 9. At all times herein concerned Polin was and is using her full name,
14 Sandra Segal Polin, and the name of her firm, Law Offices of Sandra Segal Polin as
15 trademarks and tradenames in interstate commerce to practice law.

16 10. At all times herein concerned Martin was and is using her full name,
17 Lauri Krittr Martin, as a trademark and tradename in interstate commerce to practice
18 law.

19 11. For a period commencing in July, 2008, plaintiffs represented Behrman
20 as counsel of record in connection with a dissolution of his marriage, Marriage of
21 Behrman, LASC Case No. BD 488677. Said representation ended in or about June,
22 2009.

23 12. Plaintiffs are informed and believe and, based thereon, allege that
24 defendants registered the following domain names in or about May, 2010:
25 "sandrasegalpolin.com", "sandrasegalpolinlaw.com", sandrasegalpolinlaw.info and
26 "laurikrittmartin.com" (the "Infringing Domain Names"). At no time did plaintiffs
27 authorize or consent to defendants registration or use of the Infringing Domain
28 Names. Skywriting, LLC appears of record as the registrant for the Infringing

1 Domain Names, and Behrman is named as the contact person.

2 13. Plaintiffs have owned and/or consistently used their names in interstate
3 commerce since their practice of law began. These names have gained secondary
4 meaning in the minds of their clients and others as a result of dealings with
5 plaintiffs, and they are common law trademarks associated with plaintiffs. They
6 will hereafter be referred to as the "Names."

7 14. Plaintiffs have devoted substantial resources to the establishment of the
8 goodwill, client recognition and reputation in their Names which are valuable
9 property rights of plaintiffs.

10 15. Plaintiffs are informed and believe that defendants began a pattern of
11 infringement upon plaintiffs' Names by openly and notoriously registering, using,
12 and imitating the Names in the format of the Infringing Domain Names; the same
13 were adopted not for any salutary purpose but in bad faith and to demean plaintiffs.

14 16. Defendants' use of the Infringing Domain Names and defendants'
15 adoption and use thereof are likely to cause confusion, mistake, or deceive
16 members of the public.

17 17. Plaintiffs are informed and believe and, based thereon, allege that
18 defendants' concurrent use of the Infringing Domain Names has resulted in
19 irreparable damage to plaintiffs' reputation and goodwill since clients, lawyers and
20 others are likely to be confused about whether plaintiffs are the source of the
21 Infringing Domain Names registered by defendants or that defendants have been
22 licensed or authorized to use the same when that is not the case.

23 18. Defendants threaten to and, unless restrained, will continue the acts
24 complained of herein, all to plaintiffs' irreparable damage, in that it will be
25 extremely difficult to ascertain the amount of compensation that would afford
26 plaintiffs adequate relief therefor, and unless this Court grants an injunction
27 preventing defendants from using the Infringing Domain Names, plaintiffs will not
28 be able to prevent infringement thereof and will be irreparably damaged.

1 19. Defendants' conduct has caused, continues to cause, and is likely in the
2 future to cause confusion, mistake and deception in the minds of the public and to
3 injure and damage plaintiffs' for which there is no adequate remedy at law.

4 20. By reason of the foregoing, plaintiffs have suffered and continue to
5 suffer damages and injury to their Names, profession, business, practice, goodwill,
6 and profits, the precise amount to be determined at trial.

7 **SECOND CLAIM**

8 **(Violation of Anticybersquatting Act, 15 U.S.C. §1125(d) Against all**
9 **Defendants)**

10 21. Plaintiffs hereby re-allege, and incorporate paragraphs 1 through 20
11 above as though set forth in full.

12 22. For many years prior to the conduct here complained of, plaintiffs
13 adopted and used their Names in business and as alleged above as domain names.
14 Plaintiffs are informed and believe and, based thereon, allege that defendants
15 registered and are using the Infringing Domain Names in commerce in bad faith and
16 with the intent to profit therefrom in violation of the provisions of the
17 Anticybersquatting Consumer Protection Act, 15 U.S.C. §1125(d).

18 23. As a direct and proximate cause of such violation, plaintiffs are entitled
19 to injunctive relief, statutory damages of \$100,000 or actual damages according to
20 proof against each defendant, forfeiture, cancellation or transfer of the Infringing
21 Domain Names to plaintiffs, and attorney fees.

22 **THIRD CLAIM**

23 **(False Designation of Origin, 15 U.S.C. §1125(a) Against All Defendants)**

24 24. Plaintiffs hereby re-allege, and incorporate paragraphs 1 through 20
25 above as though set forth in full.

26 25. Through hard work, word of mouth, and extensive marketing, plaintiffs
27 have developed strong customer demand for their services, their Names are widely
28 recognized by the legal profession and clients and the public as indicating plaintiffs

1 as the source and the origin of plaintiffs' services and resulting in substantial
2 goodwill which is of great importance and value to plaintiffs.

3 26. The use by defendants of the Infringing Domain Names is a willful and
4 deliberate use of a false designation of origin and a false description or
5 representation that wrongly and falsely designates the plaintiffs services offered as
6 originating by defendants, falsely suggests that there is an association or affiliation
7 between defendants and plaintiffs, and constitutes utilizing false descriptions or
8 representations in commerce.

9 27. This imitation, copying and unauthorized use causes irreparable injury
10 to plaintiffs, including injury to their Names, business and professional reputation
11 and good will.

12 28. As a direct, proximate and foreseeable result of the wrongful action of
13 defendants, plaintiffs have been irreparably injured and damaged, and they continue
14 to suffer damages. In addition, plaintiffs are entitled to attorney fees and any gains,
15 profits and advantages obtained by defendants as a result of defendants' willful acts
16 alleged above, the precise amount to be determined at trial. Defendants' unlawful
17 conduct is continuing, and, unless restrained and enjoined, will continue
18 indefinitely. Plaintiffs' remedy at law is therefore inadequate by itself to
19 compensate plaintiffs for the harm inflicted and threatened by defendants, and
20 plaintiffs are entitled to injunctive relief.

21 **FOURTH CLAIM**

22 **(Services Rendered Against Behrman)**

23 29. Plaintiffs hereby re-allege, and incorporate paragraphs 1 through 15
24 above as though set forth in full.

25 30. Defendant Behrman owes Polin \$22,333.57, plus interest for services
26 rendered by plaintiffs to said defendant through June, 2009.

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FIFTH CLAIM

(Reasonable Value of Services Against Behrman)

31. Plaintiffs hereby re-allege, and incorporate paragraphs 1 through 15 above as though set forth in full.

32. Defendant Behrman owes Polin \$22,333.57, plus interest for the reasonable value of services rendered by plaintiffs to said defendant through June, 2009.

SIXTH CLAIM

(Account Against Behrman)

33. Plaintiffs hereby re-allege, and incorporate paragraphs 1 through 15 above as though set forth in full.

34. Defendant Behrman owes Polin \$22,333.57, plus interest according to statements rendered by Polin and presently unpaid.

SEVENTH CLAIM

(Contract Breach Against Behrman)

35. Plaintiffs hereby re-allege, and incorporate paragraphs 1 through 15 above as though set forth in full.

36. On or about July 15, 2008, Polin and defendant, Andy Behrman, entered into a written contract wherein and whereby said defendant promised to pay Polin at specified rates for certain legal services to be rendered by plaintiffs to defendant. Said contract is attached hereto as exhibit A and incorporated herein. Said contract provides for legal fees in the event of a dispute.

37. In or about June 2009, Behrman breached said contract by failing and refusing to pay Polin the sum of \$22,333.57.

38. At all times herein concerned, Polin performed all conditions on her part to be performed under said contract.

39. As a proximate result of said breach by defendant, Polin was damaged in the sum of \$22,333.57, plus interest and costs chargeable to said defendant.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs pray for the following relief:

1. Preliminary and permanent injunctive relief enjoining defendants, and defendants' agents, servants, employees, and all persons acting in concert with them, from directly or indirectly:

(A) Using the Infringing Domain Names;

(B) Using or engaging in acts that infringe, or dilute any of plaintiffs' names or any other trademark, business name or trade name confusingly similar thereto;

(C) Engaging in acts that falsely designate or describe the origin of plaintiffs' names or marks; and

(D) Injuring the reputation of plaintiffs or their names or marks;

2. For actual, compensatory, and statutory damages against each defendant;

3. For an accounting of all sales and profits of defendants derived from defendants' unauthorized activities;

4. For restitution;

5. For an order for destruction or elimination of all materials created or distributed by defendants relating to the Infringing Domain Names;

6. For forfeiture, cancellation or transfer of the Infringing Domain Names to plaintiffs;

7. For an award of punitive or exemplary damages;

8. For treble damages for trademark infringement and false designation of origin;

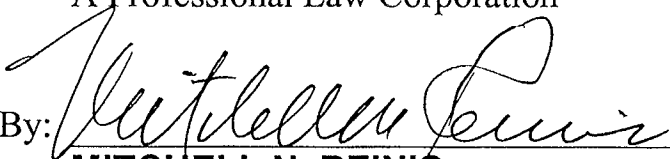
9. For an award of prejudgment interest, costs of suit, and reasonable attorney fees as allowed by law; and

10. For such other and further relief as the court deems just.

1 August 16, 2010

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SILVER & FREEDMAN
A Professional Law Corporation

By: 
MITCHELL N. REINIS

Attorneys for Sandra Segal Polin and
Lauri Kritt Martin

EXHIBIT "A"

LAW OFFICES OF
SANDRA SEGAL POLIN

SANDRA SEGAL POLIN*
E-Mail: spolin@sspolinlaw.com

*Certified Specialist - Family Law
California Board of Legal Specialization

THE WATER GARDEN
1620 26TH STREET
SUITE 2080 NORTH
SANTA MONICA, CALIFORNIA 90404

TELEPHONE (310) 449-1090
FACSIMILE (310) 449-0014

LAURI KRITT MARTIN
E-Mail: lkmartin@sspolinlaw.com

MELISSA R. FRESQUEZ
E-Mail: mfresquez@sspolinlaw.com

July 15, 2008

VIA U.S. MAIL & FAX (310-276-7129)

Andy Behrman
427 North Canon Drive, Suite 206
Beverly Hills, California 90210

Re: Marriage of Behrman

Dear Mr. Behrman:

This letter will confirm our understanding that you have retained this office to represent you in connection with a proceeding for legal separation. This agreement will not take effect and we will have no obligation to provide legal services, until you sign a copy of this agreement and pay the retainer called for below in full.

You have empowered us to proceed in the handling of this matter as we consider advisable. We agree to exert our best efforts toward achieving a speedy and satisfactory termination of this matter and to keep you informed of major developments. We shall maintain strict secrecy with respect to all confidential disclosures made by you and shall also comply in all other respects with duties of attorneys set forth in Section 6068 of the *Business and Professions Code* and with the *Rules of Professional Conduct* of the State Bar of California. We presently maintain professional liability insurance that applies to your case.

You agree to be truthful with us, to cooperate with us, to keep us advised of your address, telephone number and whereabouts and to abide by this contract.

It is agreed that this office shall receive the sum of **\$10,000** as a retainer fee, which shall be paid upon the signing of this retainer agreement. Said sum shall be deposited into a client trust account, and shall be applied to services and costs as rendered. The

Andy Behrman
July 15, 2008
Page 2

total fee will be based upon the time and labor required, together with the importance and difficulty of the problems encountered. You understand that this retainer fee serves not only as security for the payment of our services, but also binds our commitment to provide services to you and prevents us from representing any adverse party or parties. In the event that any of the retainer fee is not expended on the basis of time spent, as described below, a portion of the retainer fee may be returned to you, depending on the facts and circumstances involved.

The minimum fee will be computed on the basis of the usual hourly charges of the attorney rendering services. Such hourly charges currently range between \$375.00 and \$625.00 per hour. My current hourly rate is \$380.00. Statements of services rendered will be transmitted to you on a periodic basis, normally monthly. You authorize us to transfer funds from any amount held in our client trust account on your behalf in payment for our services, following transmittal of our invoice to you plus ten days. If and when the retainer fee is exhausted, you agree to replace the retainer fee by transmitting an additional **\$10,000.00** payment to be placed into our client trust account and applied to services as stated herein. Should the services rendered exceed the amount of the retainer paid by you, fees are to be billed and paid upon presentation. There will also be additional costs such as fees for court filings, service of process, messengers, court reporters, expenses for photocopy (currently 25¢ per page), including duplication of the file, if necessary, long distance telephone calls, fax (currently \$1.00 per page), word processing, parking and any necessary travel. It is agreed that this office shall receive the sum of **\$500.00** as a retainer for costs, which shall also be deposited into a client trust account and shall be applied to costs. Should the costs exceed the retainer for costs and in the event that we advance such costs, you are to reimburse us on demand. All balances unpaid after thirty (30) days are subject to a monthly service charge of 10% per annum, which includes interest at the maximum rate permitted by law.

Associate counsel may be employed in this matter at our discretion and with your consent. You understand that you will be responsible for payments of any fees in connection with such association. In addition, we reserve the right to pay a portion of our fee to an attorney who is not a member of our firm; however, in no event shall our payment to another attorney increase the fees that are charged to you, as set forth in this retainer letter.

Any and all claims, disputes, allegations, or controversies arising out of or relating to this retainer agreement and/or the Law Offices of Sandra Segal Polin's representation of you, or any claimed breach thereof, shall be submitted to binding arbitration as provided hereafter. This includes, but is not limited to, any claims of the Law Offices of Sandra

Andy Behrman
July 15, 2008
Page 3

Segal Polin against you for unpaid fees and costs, and any claims which you may have against the Law Offices of Sandra Segal Polin for, among other things, alleged negligence, malpractice, fraud, misrepresentation, alleged emotional distress, breach of fiduciary duty, or refund of fees already paid. The arbitrator shall be a Retired Superior Court Judge, and in the event we cannot agree upon the arbitrator, each of us shall select a Retired Superior Court Judge who together shall select a third Retired Superior Court Judge who shall then act as arbitrator. The arbitration shall be conducted consistent with the terms of *Code of Civil Procedure* §§1282 *et seq.* Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. However, if the dispute involves our attorneys' fees, under California law, you have the right to request that the dispute be determined first by non-binding or binding arbitration administered by local Bar Associations, including the Beverly Hills and the Los Angeles County Bar Associations. If non-binding arbitration is selected and either of us is unhappy with the result, the dispute will then be determined by binding arbitration pursuant to the terms of this paragraph.

By signing this agreement, you have acknowledged the possibility that at the time you might allege a claim against the Law Offices of Sandra Segal Polin, you might also be alleging a claim against other counsel unrelated to the Law Offices of Sandra Segal Polin. This might be counsel which preceded us, which succeeded us, or acted as co-counsel. It is possible that such other counsel may not have a provision requiring binding arbitration such as provided in this agreement. Should a claim be brought against both the Law Offices of Sandra Segal Polin and other counsel, you are agreeing that regardless of whether the other counsel has an arbitration provision in their retainer agreement, you will not oppose any request made by the Law Offices of Sandra Segal Polin to compel arbitration between you and the Law Offices of Sandra Segal Polin and you will agree to stipulate to sever the action and to provide for separate trials as permitted by California law, including, but not limited to, as set forth in *Code of Civil Procedure* §379.5.

IN ANY DISPUTE BETWEEN US, INCLUDING, BUT NOT LIMITED TO, DISPUTES REGARDING ATTORNEYS' FEES AND COSTS, THE PREVAILING PARTY SHALL BE ENTITLED TO ATTORNEYS' FEES AND COSTS INCURRED IN CONNECTION WITH THAT DISPUTE.

We may attempt to obtain an order of the court that your spouse pay a contributive share of our fees. To the extent that such fees are ordered and paid, you shall receive a credit to your account with us. However, you understand that the primary obligation to pay

Andy Behrman
July 15, 2008
Page 4

our fee is yours. Further, we may ask you to agree to execute and deliver to us a promissory note or notes for the then accumulated balance of unpaid fees payable, with interest at the then maximum rate of interest permitted by law. This amount shall be paid not more than one (1) year from the execution of said promissory note, secured by deed or deeds of trust on your interest in and to any of your real property.

We will not make any settlement without your consent. No proceeding is to be instituted in Court without your consent either by your signing the necessary Court documents or through a separate communication.

There is to be no change or waiver of any of the provisions of this agreement unless the change is in writing and signed by both you and me or one of the partners of this firm.

Nothing in this agreement and nothing in any statements to you are to be construed as a promise or guarantee about the outcome of your matter. We make no promises or guarantees. Any comments about the outcome of your matter are expressions of opinion only.

If this letter correctly states our understanding, kindly sign and date the enclosed copy and return it to this office.

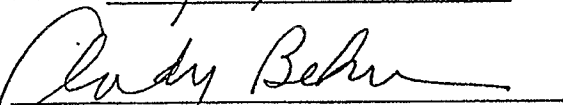
Very truly yours,


Lauri Krit Martin

LKM:jma

READ, APPROVED AND ACCEPTED:

Dated: 7/23/08


ANDY BEHRMAN

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Percy Anderson and the assigned discovery Magistrate Judge is Charles Eick.

The case number on all documents filed with the Court should read as follows:

CV10- 6223 PA (Ex)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:
Mitchell N. Reinis, SBN 36131
Silver & Freedman, APLC
2029 Century Park East, Suite 1900
Los Angeles, California 90067-3005
Telephone: (310) 282-9400

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SANDRA SEGAL POLIN, individually and doing
business as LAW OFFICES OF SANDRA SEGAL
POLIN and LAURI KRITT MARTIN, an individual
PLAINTIFF(S)

v.

ANDY BEHRMAN, an individual; SKYWRITING,
LLC, a California limited liability company, and
DOES 1 through 10, inclusive

DEFENDANT(S).

CASE NUMBER

CV 10 6223-PA(Ed)

SUMMONS

TO: DEFENDANT(S): ANDY BEHRMAN and SKYWRITING, LLC

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, MITCHELL N. REINIS, whose address is 2029 Century Park East, 19th Floor, Los Angeles, California 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 19 AUG 2010

By: *Marilyn Ann*
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> SANDRA SEGAL POLIN, individually and doing business as LAW OFFICES OF SANDRA SEGAL POLIN and LAURI KRITT MARTIN, an individual,	DEFENDANTS ANDY BEHRMAN, an individual; SKYWRITING, LLC, a California limited liability company, and DOES 1 through 10, inclusive,
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Silver & Freedman, APLC (310) 282-9400 2029 Century Park East, Suite 1900 Los Angeles, CA 90067	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="border: none;">Citizen of This State</td> <td style="border: none; text-align: center;">PTF DEF <input type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none; text-align: center;">PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5 <input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF DEF <input type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6										

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify):
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.) \$200,000 statutory; \$22,334

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ compensatory; Treble damages

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Trademark Infringement [15 USC 1121(a)]; Cybersquatting [15 USC 1125(d)]; False Designation [15 USC 1125(A)]; Services rendered

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <div style="background-color: #cccccc; font-weight: bold; text-align: center;">REAL PROPERTY</div> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<div style="background-color: #cccccc; font-weight: bold; text-align: center;">PERSONAL INJURY</div> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <div style="background-color: #cccccc; font-weight: bold; text-align: center;">IMMIGRATION</div> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<div style="background-color: #cccccc; font-weight: bold; text-align: center;">PERSONAL PROPERTY</div> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <div style="background-color: #cccccc; font-weight: bold; text-align: center;">BANKRUPTCY</div> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <div style="background-color: #cccccc; font-weight: bold; text-align: center;">CIVIL RIGHTS</div> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <div style="background-color: #cccccc; font-weight: bold; text-align: center;">FOREIGN PENALTY</div> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <div style="background-color: #cccccc; font-weight: bold; text-align: center;">PROPERTY RIGHTS</div> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark <div style="background-color: #cccccc; font-weight: bold; text-align: center;">SOCIAL SECURITY</div> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <div style="background-color: #cccccc; font-weight: bold; text-align: center;">FEDERAL TAX SUITS</div> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV 10 6223

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).



(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
 Note: In land condemnation cases, use the location of the tract of land involved.

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