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 a California corporation

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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
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8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

11 OPI PRODUCTS, INC., a California  
corporation,

12 Plaintiff,

13 v.

14 TRANS DESIGN, INC., a Georgia  
 15 corporation, NGU TRAN, an  
 individual, and DOES 1 through 10,  
 16 inclusive,

17 Defendants.

CIVIL ACTION No. **CV 10-02310**  
 COMPLAINT FOR: *DSF (MANA)*

1. STATUTORY UNFAIR COMPETITION AND CONSPIRACY TO UNFAIRLY COMPETE [CAL. BUS. & PROF. CODE §§ 17200]
2. STATUTORY UNFAIR COMPETITION AND CONSPIRACY TO UNFAIRLY COMPETE [CAL. BUS. & PROF. CODE §§ 17200 & 17500]
3. INFRINGEMENT OF STATUTORY RIGHT OF PUBLICITY
4. INFRINGEMENT OF RIGHT OF PUBLICITY
5. FEDERAL COPYRIGHT INFRINGEMENT [17 U.S.C. § 501]
6. FEDERAL TRADEMARK INFRINGEMENT [15 U.S.C. § 1114(1)]
7. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

1 8. **INTENTIONAL**  
2 **INTERFERENCE WITH**  
3 **PROSPECTIVE BUSINESS**  
4 **ADVANTAGE**

5 9. **NEGLIGENT INTERFERENCE**  
6 **WITH PROSPECTIVE**  
7 **BUSINESS ADVANTAGE**

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff OPI Products Inc., a California corporation (“OPI”), alleges as follows:

10 **JURISDICTION AND VENUE**

11 1. This action arises under and this Court has original jurisdiction pursuant to  
12 28 U.S.C. § 1331 (federal question), 28 U.S.C. § 1338(a) (copyrights and unfair  
13 competition), 28 U.S.C. § 1332 (diversity of citizenship), 15 U.S.C. § 1114(1)  
14 (trademark infringement), and supplemental jurisdiction pursuant to 28 U.S.C. § 1367  
15 (related claims).

16 2. Venue is proper in this Court under 28 U.S.C. §§ 1391(a)(2) & 1391(b)(2)  
17 because a substantial part of the events giving rise to the claims occurred in this judicial  
18 district.

19 **THE PLAINTIFF**

20 3. Plaintiff OPI is a California corporation in good standing with the  
21 Secretary of State of California and its principal place of business is located in the City  
22 of Los Angeles, in Los Angeles County. OPI maintains a website at [www.opi.com](http://www.opi.com)  
23 (“OPI Website”).  
24

25 **DEFENDANTS**

26 4. Defendant Trans Design, Inc., (“Trans Design”) is a Georgia Corporation  
27 located at 4286 Jonesboro Road, Forest Park, GA. The current status of this Georgia  
28

1 Corporation is unknown. Trans Design owns and operates an online retail store. Trans  
2 Design's online retail store, which is accessible in Los Angeles County, is  
3 [www.transdesign.com](http://www.transdesign.com) ("Trans Design Website"). Through the Trans Design Website,  
4 Trans Design markets and sells its products to the retail public in Los Angeles County,  
5 California.

6  
7 5. Defendant Ngu Tran is an individual and a citizen of the State of Georgia.  
8 On information and belief, Ngu Tran is the President of Trans Design.

9  
10 6. On information and belief, there are other individuals who obtain,  
11 distribute, supply and sell products in violation of law, and violate OPI's rights as  
12 alleged herein, but OPI is ignorant of their true identity or complete role in the alleged  
13 conduct and therefore sues them by the fictitious names DOES 1 to 10. OPI is  
14 informed and believes that each of the Defendants designated as a Doe is liable in some  
15 manner for the acts and omissions, damages and injuries alleged in this Complaint.  
16 OPI will seek to amend this Complaint to state the true identities of Does 1 through 10  
17 when ascertained.

18  
19 7. On information and belief, the named Defendant, and each of the Doe  
20 Defendants (collectively referred to as "Defendants"), were at all relevant times acting  
21 to the fullest extent recognized by law as the agent, employee or co-conspirator of each  
22 of the other Defendants and that in committing the acts and omissions alleged herein  
23 and causing the damage and injuries alleged, were acting within the scope of such  
24 agency, employment, or conspiracy. The Defendants have committed acts in  
25 furtherance of the conspiracy, have given aid and encouragement to the conspirators  
26 and have ratified and adopted the acts of their co-conspirators.

1           8.     On information and belief there exists, and at all times herein alleged there  
2 existed, a unity of interests and ownership between Defendants such that any  
3 individuality and separateness between the Defendants never existed or has ceased to  
4 exist, and the Defendant entities are in each instance the alter ego of the other  
5 Defendants who control each entity. To adhere to the fiction of the separate existence  
6 of the entities as separate and distinct from the Defendants identified with them and  
7 owning and controlling them would permit an abuse of the corporate and other entity  
8 privileges, would sanction fraud and would promote injustice.

9  
10                   **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

11           9.     OPI manufactures, sells, and distributes a prestigious line of nail and skin  
12 care products and beauty aids. OPI's products include nail lacquers, acrylic liquids and  
13 powders to create acrylic nails, a gel system for creating artificial nails, prefabricated  
14 nail tips, skin lotions, polish removers and disinfectants, nail coatings and adhesives,  
15 brushes, and accessories (collectively, "OPI Products"). The OPI Products are designed  
16 for use by licensed individuals in beauty schools and salons, as well as for resale to  
17 salon patrons.

18  
19           10.    Because of the innovative nature of these products and the importance of  
20 providing safe and efficacious results, OPI Products are sold only to OPI authorized  
21 distributors ("Authorized Distributors"). The Authorized Distributors include  
22 accredited cosmetology educational institutions ("beauty schools") and salons  
23 ("Salons") that undergo ongoing, comprehensive educational training programs  
24 regarding the manner in which OPI Products are to be utilized. OPI's training and  
25 exclusive distribution has encouraged licensed individuals to use OPI Products in  
26 Salons and to recommend them to Salon patrons. This has resulted in strong demand  
27 for OPI Products.



1           11. OPI sells its products to Authorized Distributors who have made a  
2 distribution agreement with OPI (“Distribution Agreements”). These Distribution  
3 Agreements are valuable to OPI. Under the Distribution Agreements, each Authorized  
4 Distributor has agreed to distribute and sell OPI Products only under conditions  
5 designed to enhance the overall sales of OPI Products. The Distribution Agreements  
6 restrict the sale of OPI Products to licensed professionals, Salons, and Beauty Schools  
7 (“Dealers”) within a defined geographic territory. Internationally or outside the United  
8 States, the distributor territories are exclusive in practice in that no two distributors are  
9 assigned the same country or countries. The terms of the Distribution Agreements only  
10 permit Dealers to use OPI Products on customers in the Salons or for resale to Salon  
11 customers for the customer’s personal use. Beauty schools are further permitted to use  
12 OPI Products as teaching tools or for sale to their own students and teachers  
13 (collectively “Authorized Use”).

14  
15           12. The Distribution Agreements prohibit the selling of OPI Products through  
16 the Internet. When general merchandisers sell or divert OPI Products for sale to  
17 unauthorized distributors or for unauthorized use, their conduct damages OPI’s  
18 goodwill and reduces OPI’s sales to its Salon customers.

19  
20           13. The Distribution Agreements inform Authorized Distributors of OPI’s  
21 policy against such diversion and expressly prohibit the sale of OPI Products to  
22 unauthorized distributors, redistributors, and diverters. The distributor agreements also  
23 require Authorized Distributors to carefully monitor the purchasing patterns of all its  
24 Salons, Beauty Schools, and licensed professionals.

25  
26           14. In furtherance of this policy, the Distribution Agreements provide that  
27 prior to selling OPI Products to any Dealer the Authorized Distributor shall use its best  
28 efforts to obtain the signature of the Dealer on a letter agreement (“Letter Agreement”)

1 provided to the distributor by OPI. The Letter Agreements restrict the use and sale of  
 2 OPI Products by Dealers to Authorized Use. The Letter Agreements also require  
 3 careful monitoring of customer purchasing patterns to protect against diversion.  
 4

5 15. The photographs of OPI's Products and product packaging, including  
 6 photographs of models ("OPI Models") on OPI's website packaging, sales displays and  
 7 textual material, such as written descriptions of OPI Products and other marketing  
 8 materials constitute copyrightable subject matter under the laws of the United States.  
 9

10 16. OPI has obtained the following United States Copyright Registrations:  
 11

12	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
13	Consumer site classic	VA0001173230	2002
14	I'm not really a waitress	TXu001295262	2005
15	Las Vegas collection	VA0001207080	2003
16	OPI Designer Series Collection	VA0001684003	2009
17	OPI France Collection	VA0001684001	2009
18	OPI India Collection	VA0001683998	2009
19	OPI professional site –	VA0001205188	2003
20	Las Vegas collection		
21	OPI South Beach Collection	VA0001684004	2009
22	Professional site classic	VA0001223858	2002
23	Professional site collection	VA0001208442	2002
24	OPI Designer Series Collection	VA0001696899	2009
25	OPI France Collection	VA0001696893	2009
26	OPI India Collection	VA0001696894	2009
27	OPI biz.oopi.com images	VA0001685382	2009
28			

1	OPI Spain Collection	VA0001705157	2010
2	OPI Hong Kong Collection with	VA0001704440	2010
3	Models		
4	OPI Spain Collection with Displays	VA0001703817	2010

5       17. The above registered copyrights and OPI's unregistered copyrights are  
6 collectively referred to as the "OPI Copyrights." True and correct copies of the  
7 Registration Certificates for the claims of copyright are attached hereto, respectively, as  
8 Exhibits A through Q. Between 2002 and the date of filing this action, OPI complied in  
9 all respects with the Copyright Act of October 19, 1976, Title 1 § 101, 90 Stat. 2541; 17  
10 U.S.C. § 401-412, and all other laws governing copyright.

11

12       18. Defendants have copied and used certain photographs which are the  
13 property of OPI, without OPI's consent. Some of these photographs contain the  
14 likenesses of OPI Models hired by OPI or by its agents for the purpose of producing  
15 photographs to be used in marketing OPI's products. Each of the OPI Models has  
16 irrevocably assigned to OPI the rights to use her "name, image, likeness, voice,  
17 personality, biography, [and] personal identification" in connection with the  
18 photographs. The models have additionally assigned to OPI all of their rights, title and  
19 interest in and to any and all of the copyrightable material produced at the photo shoot  
20 at which the photographs were taken, as set forth in Exhibit R.

21

22       19. OPI owns the following federally registered trademarks in Class 3 for use  
23 on nail care products and other beauty products:

24

25           a. The word OPI (USPTO Registration No. 2,300,077, with a first use  
26 in commerce date of 1981)

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- b. The bottle design (spherical bottle with rounded sides and cylindrical cap) (USPTO Registration No. 3,569,558 , with a first use in commerce date of January 1, 1992)
  
- c. The words OPI NAIL LACQUER (USPTO Registration No. 3,037,202, with a first use in commerce date of 1989)
  
- d. The word OPI in stylized form within a shaded rectangle with a dot between the O and the P and between the P and the I (USPTO Registration No. 1,813,313, with a first use in commerce date of September 1, 1991)
  
- e. The word O-P-I in Class 41 for educational services in the field of nail care (USPTO Registration No. 3,164,420, with a first use in commerce date of 1981)

20. The federally registered trademarks above as well as all unregistered trademarks are referred to collectively herein as the "OPI Trademarks." All of the OPI Products bear one or more of OPI's Trademarks.

21. OPI owns all of the right, title and interest in the United States to the OPI Trademarks and the goodwill associated with them. The registration and applications are based on either the actual use of the trademarks by OPI or its intent to use the trademarks.

22. Since about 1981, OPI has continuously used one or more of the OPI Trademarks in commerce in the United States. OPI has built goodwill and value in the OPI Trademarks and Products. OPI Products are high-quality beauty products that are



1 held in high regard, and used regularly by successful stylists and salons in Los Angeles  
2 County, and throughout California. The OPI Trademarks are inherently distinctive and  
3 have acquired secondary meaning in the marketplace.

4  
5 23. Defendants have been and are presently advertising to the public and  
6 offering for sale OPI Products on the Trans Design Website without authorization from  
7 OPI. Defendants seek to profit from the efforts of OPI, Authorized Distributors, and  
8 Dealers, whose investment of capital, labor and product commitment have created a  
9 strong market for OPI's Products for nearly 30 years. Defendants solicit and sell OPI  
10 Products on an international basis to accounts within the defined geographic territories  
11 of OPI's Distributors.

12  
13 24. Defendants have infringed OPI's Copyrights by using numerous  
14 photographs and images, including product images, model photographs, text and  
15 product glamour shots protected by OPI Copyright on the Trans Design Website. The  
16 Trans Design Website displays images and descriptions of OPI Products and uses OPI  
17 copyrighted subject matter. Moreover, the Website incorporates the OPI Trademarks  
18 in its meta tags, causing initial interest confusion among consumers.

19  
20 25. On information and belief, Defendants know that the restrictions stated in  
21 OPI's Distribution Agreements concerning the sale of OPI Products make it impossible  
22 for them to legitimately obtain OPI Products from OPI. Therefore, Defendants resort to  
23 deceptive, fraudulent, and illegal trade practices as well as false pretenses in order to  
24 obtain OPI Products. A notice describing OPI's distribution policies and contractual  
25 restrictions ("Anti-Diversion Policy") is prominently displayed on OPI's Website. On  
26 or about November 24, 2009, OPI wrote to Defendants and requested that Defendants  
27 stop diverting OPI Products, stop selling OPI Products on the Internet, and stop using  
28 OPI intellectual property (copyrights and trademarks).

1           26. On information and belief, Defendants have made affirmative efforts to  
2 deceive and confuse consumers and persons in the beauty care industry, including  
3 Dealers by implying that Defendants are connected with OPI and are favored or  
4 authorized retailers of OPI products. OPI is further informed and believes that  
5 Defendants have affirmatively represented to consumers and persons in the beauty care  
6 industry that they are authorized now to carry OPI Products and have taken product  
7 orders for OPI Products from these consumers, even though Defendants are not  
8 authorized to sell or distribute OPI Products.

9  
10           27. On information and belief, Defendants' unfair business practices and acts  
11 of interference include, but are not limited to: (a) contacting OPI's existing and  
12 prospective Salons, OPI's existing and prospective distributors and/or others; (b)  
13 making affirmative misrepresentations to these existing and prospective Salons,  
14 distributors, beauty schools, and/or others to induce these parties to breach their  
15 contractual agreements with OPI and sell OPI Products to Defendants; and (c) engaging  
16 in the unauthorized use of OPI's Copyrights and Trademarks, creating consumer  
17 confusion by deceiving the public into believing that Defendants are favored or  
18 authorized sellers of OPI Products and diverting consumer attention and Internet traffic  
19 to the Trans Design Website, thereby allowing Defendants to improperly benefit from  
20 the goodwill associated with OPI's Trademarks, and luring consumers to the products  
21 of OPI's competitors.

1           28. Each bottle of OPI Nail Lacquer distributed by OPI has a serial number  
2 etched into the glass bottle (“OPI Serial Number”). The OPI Serial Number is designed  
3 to assist OPI and its agents in quality control and detection of counterfeits. A true and  
4 correct photograph of a portion of a bottle of OPI Nail Lacquer is depicted below  
5 showing the unique OPI Serial Number etched into the glass bottle just below the cap.  
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18           29. Defendants have engaged in the unlawful sale of OPI Products with the  
19 tracking codes, batch codes, or other product identification codes removed from their  
20 containers. CA Penal Code § 537e. Defendants have removed the OPI Serial Number  
21 from the OPI Nail Lacquer they sell by grinding the serial number out of the glass  
22 bottle and delivering the OPI Nail Lacquer to the buyer without the OPI Serial Number.  
23 A true and correct photograph of an altered OPI Nail Lacquer bottle purchased from  
24 Defendants is pictured below showing the defacement of the OPI Serial Number just  
25 below the cap.  
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30. On information and belief, Defendants have removed the OPI Serial Number to conceal the identities of their co-conspirators, and to conceal the illegal activities related to the sourcing of OPI Products.

31. On information and belief, Defendants' shipment of OPI Products violate United States Postal Code 18 U.S.C., § 1716 concerning shipment of hazardous or flammable products.

**FIRST CLAIM FOR RELIEF FOR STATUTORY UNFAIR  
COMPETITION AND CONSPIRACY TO UNFAIRLY COMPETE**  
**[CAL. BUS. & PROF. CODE §§17200]**

32. OPI alleges and incorporates by reference each and every allegation contained in Paragraphs 1 through 31, as if fully set forth herein.

33. Each OPI Nail Lacquer distributed by OPI has a unique manufacturer's serial number etched into the glass bottle. Defendants have removed the OPI Serial Number from the OPI Nail Lacquer sold by grinding the OPI Serial Number out of the



1 glass bottle. The OPI Nail Lacquer is then delivered to the buyer without a Serial  
2 Number. Removing the OPI Serial Number interferes with OPI's ability to control the  
3 quality of OPI Products. Additionally, the lack of an OPI Serial Number impairs OPI's  
4 ability to conduct a product recall in the event one is necessary. Removal of the OPI  
5 Serial Number also prevents OPI from being able to trace the Authorized Distributor or  
6 Dealer to whom the OPI Nail Lacquer was originally sold.

7  
8 34. Defendants' removal of the OPI Serial Numbers is a violation of  
9 California Penal Code § 537e, which makes it illegal to sell or have in one's possession  
10 any personal property from which the manufacturer's serial number, identification  
11 number or distinguishing number has been removed, altered or destroyed.

12  
13 35. Defendants' removal of the Serial Numbers is a violation of Georgia  
14 Annotated Code § 16-9-70 which makes it illegal to possess any property that has had  
15 its serial numbers or permanently affixed labels removed or altered without the consent  
16 of the manufacturer.

17  
18 36. Defendants' unlawful acts or practices arising from their violation of Penal  
19 Code § 537e and Georgia Annotated Code § 16-9-70 constitutes unfair competition  
20 under Business & Prof. Code §17200. Defendants' removal of the OPI Serial Number  
21 from the OPI Nail Lacquer, which makes it possible for Defendants to prevent OPI  
22 from discovering which Authorized Distributor or Dealer is breaching its Contract and  
23 selling the OPI Nail Lacquer to Defendants, is a substantial factor in Defendants being  
24 able to continue to sell OPI Nail Lacquer on the Internet.

25  
26 37. As a proximate result of Defendants' unfair competition and violation of  
27 Penal Code § 537e, and Georgia Annotated Code § 16-9-70, Defendants have been  
28 unjustly enriched. OPI demands and is entitled to an accounting from Defendants,

1 including all information necessary to permit OPI to determine the gains, profits and  
2 advantages that Defendants have obtained by reason of their wrongful conduct  
3 described herein.

4  
5 38. OPI has no adequate remedy at law. Monetary compensation will not  
6 afford OPI adequate relief. Defendants' acts and omissions as alleged herein will  
7 engender the need for a multiplicity of judicial proceedings and will cause damages to  
8 OPI that are difficult, if not impossible, to measure. Unless Defendants are  
9 preliminarily and permanently enjoined from committing the unlawful acts alleged  
10 including unfair competition, OPI will continue to suffer irreparable harm. Injunctive  
11 relief is therefore appropriate under Business & Professions Code Sections 17200 et  
12 seq. to prevent Defendants from engaging in any further acts of unfair competition.

13  
14 **SECOND CLAIM FOR RELIEF FOR STATUTORY UNFAIR**  
15 **COMPETITION AND CONSPIRACY TO UNFAIRLY COMPETE**

16 **[CAL. BUS. & PROF. CODE §§17200 & 17500, et seq.]**

17 39. OPI alleges and incorporates by reference each and every allegation  
18 contained in Paragraphs 1 through 38, as if fully set forth herein.

19  
20 40. Defendants have engaged in the advertising herein alleged with the intent  
21 to sell diverted OPI Products through its Trans Design Website.

22  
23 41. Defendants' advertising was untrue or misleading and likely to deceive the  
24 public in that Trans Design, is not associated with OPI in any manner, is not  
25 distributing only OPI Products, and is not authorized to display the OPI Trademarks  
26 and Copyrights.

1           42. In making and disseminating the statements herein alleged, Defendants  
2 knew, or by exercise of reasonable care should have known, that the statements were  
3 untrue or misleading and so acted in violation of the Business and Professions Code  
4 Section 17500. Defendants' advertising further violates Business and Professions Code  
5 Section 17505.

6  
7           43. The wrongful conduct of Defendants, as alleged herein, is in active  
8 participation and concert with each other and constitutes unfair and/or fraudulent  
9 business practices as defined by California Bus. & Prof. Code § 17200, *et seq.* This  
10 unfair competition includes, but is not limited to, the following separate activities:

- 11
- 12           a. the unauthorized use of OPI's Trademarks;
  - 13
  - 14           b. the unauthorized use of OPI's Copyrights;
  - 15
  - 16           c. falsely representing the Defendants are an Authorized Distributor;
  - 17
  - 18           d. falsely representing the Defendants are affiliated with OPI;
  - 19
  - 20           e. inducing Authorized Distributors and Dealers to breach their  
21 contractual agreements with OPI and sell OPI Products to  
22 Defendants;
  - 23
  - 24           f. the marketing and advertising of diverted OPI Products;
  - 25
  - 26           g. the transporting and delivering of diverted OPI Products in  
27 violation of U.S. postal code regulations; and  
28

1 h. other such acts of unfair competition.  
2

3 44. As a proximate result of Defendants unfair competition and false  
4 advertising, Defendants have been unjustly enriched. OPI demands and is entitled to an  
5 accounting from Defendants, including all information necessary to permit OPI to  
6 determine the gains, profits and advantages that Defendants have obtained by reason of  
7 their wrongful conduct described herein.  
8

9 45. OPI has no adequate remedy at law. Monetary compensation will not  
10 afford OPI adequate relief. Defendants' acts and omissions as alleged herein will  
11 engender the need for a multiplicity of judicial proceedings and will cause damages to  
12 OPI that are difficult, if not impossible, to measure. Unless Defendants are  
13 preliminarily and permanently enjoined from committing the unlawful acts alleged  
14 including unfair competition, OPI will continue to suffer irreparable harm. Injunctive  
15 relief is therefore appropriate under Business & Professions Code Sections 17200 and  
16 17500, et seq. to prevent Defendants from engaging in any further acts of unfair  
17 competition.  
18

19 **THIRD CLAIM FOR RELIEF FOR INFRINGEMENT OF**  
20 **STATUTORY RIGHT OF PUBLICITY PURSUANT TO CALIFORNIA**  
21 **[CIVIL CODE SECTION 3344]**

22 46. OPI alleges and incorporates by reference each and every allegation  
23 contained in Paragraphs 1 through 45, as if fully set forth herein.  
24

25 47. Defendants knowingly and without consent, invaded the right to privacy of  
26 the OPI Models by appropriating the OPI Models photograph and/or likeness by using  
27 photographs of the OPI Models in advertising on the Trans Design Website.  
28



1           48. This appropriation was unauthorized and without the prior consent of the  
2 OPI Models.

3  
4           49. Defendants' conduct involved the appropriation of photographs of the OPI  
5 Models, and the OPI Models are readily identifiable in the photographs in that any  
6 person viewing the photograph with the naked eye can reasonably determine that the  
7 person depicted in it is one of the OPI Models.

8  
9           50. Each of the OPI Models has irrevocably assigned to OPI the rights to use  
10 her "name, image, likeness, voice, personality, biography, [and] personal identification"  
11 in connection with the photographs appropriated by Defendants.

12  
13           51. The appropriation by Defendants was for the purpose of advertising and  
14 soliciting purchases of products, merchandise, or goods.

15  
16           52. Defendants' use of the photographic likenesses is directly connected to  
17 their commercial purpose of profiting from the sale of nail lacquers and other beauty  
18 products. The photographic likenesses have been prominently displayed on the Trans  
19 Design Website, from which ordinary consumers may make purchases directly from  
20 Defendants.

21  
22           53. As a direct and proximate result of the Defendants' violation of the OPI  
23 Models' right of publicity, which has been assigned to OPI, OPI has suffered damages  
24 to its business, goodwill, and property in an amount unknown and such damages will  
25 continue to increase every day. OPI will amend its pleadings, at or before trial, to  
26 conform to proof of the amount of such damages.

1           54. As a proximate result of Defendants' appropriation, Defendants have been  
2 unjustly enriched. OPI is also entitled to recover from Defendants the gains, profits,  
3 and advantages that Defendants have obtained as a result of the wrongful conduct  
4 alleged herein. OPI does not know the amount of Defendants' gains, profits and  
5 advantages and demands and is entitled to an accounting from each Defendant,  
6 including all information necessary to permit OPI to determine the gains, profits and  
7 advantages each Defendant obtained by reason of its wrongful conduct described  
8 herein.

9  
10           55. OPI has no adequate remedy at law. Monetary compensation will not  
11 afford OPI adequate relief. Defendants' acts and omissions as alleged herein will  
12 engender the need for a multiplicity of judicial proceedings and will cause damages to  
13 OPI that are difficult, if not impossible, to measure. Unless Defendants are  
14 preliminarily and permanently enjoined from committing the unlawful acts alleged,  
15 including infringement of the right of publicity, OPI will continue to suffer irreparable  
16 harm. Injunctive relief is therefore appropriate.

17  
18           56. In making the appropriation described above, Defendants were guilty of  
19 oppression, fraud, or malice, in that Defendants made the disclosure with willful and  
20 conscious disregard of the OPI Models' rights, which have been assigned to OPI. OPI  
21 therefore seeks an award of punitive damages.

22  
23           57. OPI is entitled to statutory damages pursuant to Civil Code § 3344.

24  
25           **FOURTH CLAIM FOR RELIEF FOR INFRINGEMENT OF RIGHT OF**  
26           **PUBLICITY PURSUANT TO CALIFORNIA COMMON LAW**

27           58. OPI alleges and incorporates by reference each and every allegation  
28 contained in Paragraphs 1 through 57, as if fully set forth herein.

1           59. Defendants copied and used photographs which were commissioned by  
2 OPI and which show the likeness of certain models who have expressly granted their  
3 consent to OPI to use their images.

4  
5           60. Defendants used these models' photographic likenesses to their own  
6 commercial advantage on the Trans Design Website for purposes of advertising or  
7 soliciting online purchases.

8  
9           61. Defendants used these models' photographic likenesses without consent  
10 from OPI, who is the owner by transfer of the models' rights, title and interests in the  
11 photographic likenesses.

12  
13           62. As a direct and proximate result of the Defendants' infringement of OPI's  
14 right of publicity, OPI has suffered damages to its business, goodwill, and property in  
15 an amount unknown and such damages will continue to increase every day. OPI will  
16 amend its pleadings, at or before trial, to conform to proof of the amount of such  
17 damages.

18  
19           63. As a proximate result of Defendants' wrongful conduct, Defendants have  
20 been unjustly enriched. OPI is also entitled to recover from Defendants the gains,  
21 profits, and advantages that Defendants have obtained as a result of the wrongful  
22 conduct alleged herein. OPI does not know the amounts of Defendants' gains, profits  
23 and advantages and demands and is entitled to an accounting from each Defendant,  
24 including all information necessary to permit OPI to determine the gains, profits and  
25 advantages that each Defendant has obtained by reason of Defendants' wrongful  
26 conduct described herein.

1           64. OPI has no adequate remedy at law. Monetary compensation will not  
2 afford OPI adequate relief. Defendants' acts and omissions as alleged herein will  
3 engender the need for a multiplicity of judicial proceedings and will cause damages to  
4 OPI that are difficult, if not impossible, to measure. Unless Defendants are  
5 preliminarily and permanently enjoined from committing the unlawful acts alleged,  
6 including infringement of the right of publicity, OPI will continue to suffer irreparable  
7 harm. Injunctive relief is therefore appropriate.

8  
9                   **FIFTH CLAIM FOR RELIEF FOR FEDERAL COPYRIGHT**

10                   **INFRINGEMENT AGAINST ALL DEFENDANTS**

11                   **[COPYRIGHT ACT, 17 U.S.C. § 501]**

12           65. OPI alleges and incorporates by reference each and every allegation  
13 contained in Paragraphs 1 through 64, as if fully set forth herein.

14  
15           66. The photographs of OPI's Products and product packaging, including  
16 photographs of models on OPI's packaging and sales displays, and textual descriptions  
17 created by OPI constitute copyrightable subject matter under the laws of the United  
18 States.

19  
20           67. OPI is the exclusive owner of the copyrights to the photographs of OPI's  
21 Products, textual descriptions and product packaging, including photographs of models  
22 on OPI's packaging and sales display. No license or authorization has ever been  
23 granted to the Defendants to use any of OPI's Copyrights. The above-referenced works  
24 have been published only by OPI and all copies of it made by OPI or under its authority  
25 or license have been published in strict conformity with the provisions of the Copyright  
26 Act of October 19, 1976, Title 1 § 101, 90 Stat. 2541 and all other laws governing  
27 copyright.



1           68. Defendants have intentionally and willfully infringed OPI's Copyrights by  
2 unauthorized copying of OPI's Copyrights.

3  
4           69. As a direct and proximate result of the Defendants' infringement of OPI's  
5 Copyrights, OPI has suffered damages to its business, goodwill, and property in an  
6 amount unknown and such damages will continue to increase every day. OPI will  
7 amend its pleadings, at or before trial, to conform to proof of the amount of such  
8 damages.

9  
10           70. As a proximate result of Defendants' wrongful conduct, Defendants have  
11 been unjustly enriched. OPI is also entitled to recover from Defendants the gains,  
12 profits, and advantages that Defendants have obtained as a result of the wrongful  
13 conduct alleged herein. OPI does not know the amounts of Defendants' gains, profits  
14 and advantages and demands and is entitled to an accounting from each Defendant,  
15 including all information necessary to permit OPI to determine the gains, profits and  
16 advantages that each Defendant has obtained by reason of Defendants' wrongful  
17 conduct described herein.

18  
19           71. OPI has no adequate remedy at law. Monetary compensation will not  
20 afford OPI adequate relief. Defendants' acts and omissions as alleged herein will  
21 engender the need for a multiplicity of judicial proceedings and will cause damages to  
22 OPI that are difficult, if not impossible, to measure. Unless Defendants are  
23 preliminarily and permanently enjoined from committing the unlawful acts alleged,  
24 including infringement of the OPI copyrights, OPI will continue to suffer irreparable  
25 harm. Injunctive relief is therefore appropriate.

26  
27           72. OPI is entitled to statutory damages pursuant to 17 U.S.C. § 504 (c).  
28

1                   **SIXTH CLAIM FOR RELIEF FOR FEDERAL TRADEMARK**

2                   **INFRINGEMENT AGAINST ALL DEFENDANTS**

3                   **[LANHAM ACT, 15 U.S.C. § 1114(1)]**

4           73. OPI alleges and incorporates by reference each and every allegation  
5 contained in Paragraphs 1 through 72, as if fully set forth herein.

6  
7           74. OPI's Trademarks are distinctive and arbitrary marks that are associated  
8 with OPI and exclusively identify OPI's Products to consumers. OPI is the exclusive  
9 owner of the OPI Trademarks. No license or authorization has ever been granted to the  
10 Defendants to use any of OPI's Trademarks. Defendants have intentionally and  
11 willfully infringed OPI's Trademarks by unauthorized use of OPI's Trademarks as  
12 metadata on the Trans Design Website.

13  
14           75. Defendants have used and continue to use the OPI Trademarks in  
15 connection with goods or services in commerce, in a manner that is likely to cause  
16 confusion, mistake, or deception as to the origin, sponsorship or approval of such goods  
17 or services. Defendants' actions constitute trademark infringement under 15 U.S.C. §  
18 1114. Defendants' use of OPI's Trademarks is likely to cause initial interest confusion  
19 among consumers and potential consumers of the OPI Products.

20  
21           76. Defendants have removed the OPI Serial Number from the OPI Nail  
22 Lacquer they sell by grinding the serial number out of the glass bottle and delivering  
23 the OPI Nail Lacquer to the buyer without the OPI Serial Number. The OPI Serial  
24 Number is designed to assist OPI and its agents in quality control and detection of  
25 counterfeits. Defendants actions have interfered with OPI's ability to control the  
26 quality of its OPI Products and has subjected OPI to the risk of injury to the reputation  
27 of the OPI Trademarks.

1           77. As a direct and proximate result of the Defendants' infringement of OPI's  
2 Trademarks, OPI has suffered damages to its business, goodwill, and property in an  
3 amount unknown and such damages will continue to increase every day. OPI will  
4 amend its pleadings, at or before trial, to conform to proof of the amount of such  
5 damages.

6  
7           78. As a proximate result of Defendants' wrongful conduct, Defendants have  
8 been unjustly enriched. OPI is also entitled to recover from Defendants the gains,  
9 profits, and advantages that Defendants have obtained as a result of the wrongful  
10 conduct alleged herein. OPI does not know the amount of Defendants' gains, profits  
11 and advantages and demands and is entitled to an accounting from each Defendant,  
12 including all information necessary to permit OPI to determine the gains, profits and  
13 advantages each Defendant obtained by reason of its wrongful conduct described  
14 herein.

15  
16           79. Defendants' intentional and willful infringement of OPI's Trademarks has  
17 caused, and will continue to cause, damage to OPI in an amount to be proven at trial,  
18 and is causing irreparable harm to OPI for which there is no adequate remedy at law.  
19 Defendants' acts and omissions as alleged herein will engender the need for a  
20 multiplicity of judicial proceedings and will cause damages to OPI that are difficult, if  
21 not impossible, to measure. Unless Defendants are preliminarily and permanently  
22 enjoined from committing the unlawful acts alleged, including infringement of the OPI  
23 trademarks, OPI will continue to suffer irreparable harm. Injunctive relief is therefore  
24 appropriate.

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1 **SEVENTH CLAIM FOR RELIEF FOR INTENTIONAL INTERFERENCE**  
2 **WITH CONTRACTUAL RELATIONS**

3 80. OPI alleges and incorporates by reference each and every allegation  
4 contained in Paragraphs 1 through 79, as if fully set forth herein.

5  
6 81. OPI is informed and believes that Defendants know of the existence of  
7 OPI's Distribution Agreements and know of the restrictions concerning the sale of OPI  
8 Products. OPI's Anti-Diversion Policy is prominently displayed on OPI's Website.

9  
10 82. OPI alleges on information and belief that Defendants intended to cause  
11 breaches by Dealer(s) and Authorized Distributor(s) of their Distribution and Letter  
12 Agreements with OPI so that those Dealers(s) or Authorized Distributor(s) would sell  
13 OPI Products to Defendants. Defendants' conduct was a substantial factor in making  
14 Plaintiff's performance of their contracts with its Dealers and Authorized Distributors  
15 more difficult and more expensive.

16  
17 83. As a proximate result of the intentional interference of Defendants, OPI's  
18 contractual relationships with its Dealers and Authorized Distributors have been  
19 harmed, breached and disrupted. OPI has suffered damages as a result of Defendants'  
20 conduct, including increased costs and reduced revenues and its Authorized  
21 Distributors and Dealers, including the Dealers' customers, have purchased less OPI  
22 products than they otherwise would have purchased, this amount continues to increase  
23 every day. OPI cannot presently ascertain the full nature, extent and amount of its  
24 damages. OPI will seek leave to amend this Complaint to state the full nature, extent  
25 and amount of its damages when ascertained or according to proof at the time of trial.

26  
27 84. OPI has no adequate remedy at law. Monetary compensation will not  
28 afford OPI adequate relief. Defendants' acts and omissions as alleged herein will



1 engender the need for a multiplicity of judicial proceedings and will cause damages to  
2 OPI that are difficult, if not impossible, to measure. Unless Defendants are  
3 preliminarily and permanently enjoined from committing the unlawful acts alleged  
4 including making affirmative misrepresentations in order to confuse actual or  
5 prospective customers and replace OPI sales, OPI will continue to suffer irreparable  
6 harm. Injunctive relief is therefore appropriate to prevent Defendants from engaging in  
7 any further interference with OPI's prospective economic advantage.

8  
9 85. The acts of Defendants and their agents described herein were willful,  
10 fraudulent, malicious and/or oppressive and OPI is therefore entitled to punitive  
11 damages.

12  
13 **EIGHTH CLAIM FOR RELIEF FOR INTENTIONAL**  
14 **INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE**

15 86. OPI alleges and incorporates by reference each and every allegation  
16 contained in Paragraphs 1 through 85, as if fully set forth herein.

17  
18 87. On information and belief, Defendants knew of the relationships between  
19 OPI and its existing and prospective Dealers, Authorized Distributors, and others, that  
20 were likely to have resulted in an economic benefit to OPI. OPI is further informed and  
21 believes that Defendants intended to disrupt these relationships by engaging in  
22 wrongful conduct as alleged herein. Defendants' actions are independently wrongful  
23 because they constitute copyright infringement, trademark infringement, and/or unfair  
24 competition.

25  
26 88. On information and belief, Defendants intentionally interfered with the  
27 economic relationships between OPI and its existing and prospective Dealers,  
28

1 Authorized Distributors, and others, that were likely to have resulted in an economic  
2 benefit to OPI.

3  
4 89. As a proximate result of the intentional interference of Defendants and  
5 their agents, the relationships between OPI and its existing and prospective Authorized  
6 Distributors, Dealers, including the Dealers' customers, and others, have been disrupted  
7 and OPI has been harmed. The wrongful conduct of Defendants was a substantial  
8 factor in causing harm to OPI. OPI has suffered damages as a result of Defendants'  
9 conduct, including increased costs and reduced revenues and its customers have  
10 purchased less OPI products than they otherwise would have purchased, these damages  
11 are increasing every day. OPI cannot presently ascertain the full nature, extent and  
12 amount of its damages. OPI will seek leave to amend this Complaint to state the full  
13 nature, extent and amount of its damages when ascertained or according to proof at the  
14 time of trial.

15  
16 90. OPI has no adequate remedy at law. Monetary compensation will not  
17 afford OPI adequate relief. Defendants' acts and omissions as alleged herein will  
18 engender the need for a multiplicity of judicial proceedings and will cause damages to  
19 OPI that are difficult, if not impossible, to measure. Unless Defendants are  
20 preliminarily and permanently enjoined from committing the unlawful acts alleged  
21 including making affirmative misrepresentations in order to confuse actual or  
22 prospective customers and replace OPI sales, OPI will continue to suffer irreparable  
23 harm. Injunctive relief is therefore appropriate to prevent Defendants from engaging in  
24 any further interference with OPI's prospective economic advantage.

25  
26 91. The acts of Defendants and their agents described herein were willful,  
27 fraudulent, malicious and/or oppressive and OPI is therefore entitled to punitive  
28 damages.

1           **NINTH CLAIM FOR RELIEF FOR NEGLIGENT INTERFERENCE**  
2                           **WITH PROSPECTIVE BUSINESS ADVANTAGE**

3           92. OPI alleges and incorporates by reference each and every allegation  
4 contained in Paragraphs 1 through 91, as if fully set forth herein.

5  
6           93. Defendants negligently interfered with the economic relationships between  
7 OPI and its existing and prospective Authorized Distributors and Dealers, including the  
8 Dealers' customers, which were likely to have resulted in an economic benefit to OPI.

9  
10          94. On information and belief Defendants knew or should have known of  
11 these relationships between OPI, and its existing and prospective Authorized  
12 Distributors and Dealers, including the Dealers' customers. OPI is further informed  
13 and believes that Defendants knew or should have known that these relationships would  
14 be disrupted if Defendants failed to act with reasonable care. Defendants failed to act  
15 with reasonable care by engaging in wrongful conduct as alleged herein. Defendants'  
16 actions are independently wrongful because they constitute copyright infringement,  
17 trademark infringement, and/or unfair competition.

18  
19          95. As a proximate result of the negligent interference of Defendants and their  
20 agents, the relationships between OPI and its existing and prospective Authorized  
21 Distributors and Dealers, including the Dealers' customers, have been disrupted and  
22 OPI has been harmed. The wrongful conduct of Defendants was a substantial factor in  
23 causing OPI's harm. OPI has suffered damages as a result of Defendants' conduct,  
24 including increased costs and reduced revenues and its customers have purchased less  
25 OPI products than they otherwise would have purchased, these damages are increasing  
26 every day. OPI cannot presently ascertain the full nature, extent and amount of its  
27 damages. OPI will seek leave to amend its Complaint to state the full nature, extent  
28 and amount of its damages when ascertained or according to proof at the time of trial.

1 96. OPI has no adequate remedy at law. Monetary compensation will not  
2 afford OPI adequate relief. Defendants' acts and omissions as alleged herein will  
3 engender the need for a multiplicity of judicial proceedings and will cause damages to  
4 OPI that are difficult, if not impossible, to measure. Unless Defendants are  
5 preliminarily and permanently enjoined from committing the unlawful acts alleged  
6 including making affirmative misrepresentations in order to confuse actual or  
7 prospective customers and replace OPI sales, OPI will continue to suffer irreparable  
8 harm. Injunctive relief is therefore appropriate to prevent Defendants from engaging in  
9 any further interference with OPI's prospective economic advantage.

10  
11 PRAYER

12 WHEREFORE, OPI prays for judgment as follows:

13  
14 1. For preliminary and permanent injunctive relief against all Defendants,  
15 and each of them, and their officers, agents, attorneys, representatives and assigns, and  
16 all persons acting in active concert or participation with them, from doing any of the  
17 following acts, either directly or indirectly, and from doing any act prefatory to the  
18 prohibited acts:

- 19
- 20 a. Infringing any copyright, trademark or other intellectual property  
21 right owned or controlled by OPI; or
  - 22 b. Violating any statute, decision, rule or regulation of any  
23 governmental entity in the course of the offering, disposition or  
24 sales of any of the OPI Products, including without limitation postal  
25 code and decoding violations.  
26
- 27  
28



1           2.     For an order directing Defendants, and each of them, to file with this Court  
2 and serve on OPI within 30 days after service of an injunction, a report in writing under  
3 oath, setting forth in detail the manner and form in which Defendants have complied  
4 with the injunction;

5  
6           3.     For an order requiring Defendants, and each of them, to deliver to OPI all  
7 products, literature, advertising, and other material bearing any infringing copyrighted  
8 material or a use of any copyrighted material constituting unfair competition under  
9 federal, California, or common law;

10

11           4.     For an order requiring Defendants to account for all sales and transfers of  
12 any OPI Products, including an order that Defendants submit to OPI immediately all  
13 records of all purchases, sales, and other materials pertaining to the acquisition and  
14 distribution of OPI Products;

15

16           5.     For an accounting from each Defendant of all profits, monies and  
17 advantages that each Defendant has obtained by reason of their wrongful conduct;

18

19           6.     For damages in an amount according to proof at trial and trebled as  
20 permitted by law;

21

22           7.     For an order requiring that all gains, profits, or advantages derived by  
23 Defendants by their wrongful conduct be disgorged to OPI to the fullest extent allowed  
24 by law;

25

26           8.     For punitive and exemplary damages in an amount sufficient to punish  
27 defendants and deter such conduct in the future;


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- 9. For attorneys' fees;
- 10. For costs; and
- 11. For such other and further relief as the Court deems just and proper.

Dated: March 30, 2010

William C. Conkle  
Mark C. Riedel, members of  
CONKLE, KREMER & ENGEL  
Professional Law Corporation

By:   
\_\_\_\_\_  
William C. Conkle  
Attorneys for Plaintiff OPI Products, Inc., a  
California corporation


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**DEMAND FOR JURY TRIAL**

Plaintiff, OPI Products, Inc., demands trial by jury of all issues triable to a jury.

Dated: March 30, 2010

William C. Conkle  
Mark C. Riedel, members of  
CONKLE, KREMER & ENGEL  
Professional Law Corporation

By:   
\_\_\_\_\_  
William C. Conkle  
Attorneys for Plaintiff OPI Products, Inc.,  
a California corporation

# **Exhibit A**



**CERTIFICATE OF REGISTRATION**



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*  
 REGISTER OF COPYRIGHTS  
 United States of America

**FORM VA**  
 For a Work of the Visual Arts  
 UNITED STATES COPYRIGHT OFFICE



VA 1-173-230  
 (REGISTRATION OF VISUAL ARTS AND RELATED RIGHTS)

EFFECTIVE DATE OF REGISTRATION  
Nov 20 2002  
 Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1** TITLE OF THIS WORK ▼ **NATURE OF THIS WORK ▼** See instructions  
CONSUMER SITE CLASSIC Text, Artwork, Photographs  
 PREVIOUS OR ALTERNATIVE TITLES ▼

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

**2** NAME OF AUTHOR ▼ **DATES OF BIRTH AND DEATH**  
 Year Born ▼ Year Died ▼  
OPI Products, Inc.  
 Was this contribution to the work a "work made for hire"?  Yes  No  
 Author's Nationality or Domicile:  Name of Country OR  Citizen of United States  
 Was This Author's Contribution to the Work: Anonymoust?  Yes  No Pseudonymst?  Yes  No

**NOTE**  
 Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer's name for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

**NATURE OF AUTHORSHIP** Check appropriate box(es). See instructions.  
 3-Dimensional sculpture  Map  Technical drawing  
 2-Dimensional artwork  Photograph  Text  
 Reproduction of work of art  Jewelry design  Architectural work

**b** NAME OF AUTHOR ▼ **DATES OF BIRTH AND DEATH**  
 Year Born ▼ Year Died ▼  
 Was this contribution to the work a "work made for hire"?  Yes  No  
 Author's Nationality or Domicile:  Name of Country OR  Citizen of \_\_\_\_\_  
 Was This Author's Contribution to the Work: Anonymoust?  Yes  No Pseudonymst?  Yes  No

**NATURE OF AUTHORSHIP** Check appropriate box(es). See instructions.  
 3-Dimensional sculpture  Map  Technical drawing  
 2-Dimensional artwork  Photograph  Text  
 Reproduction of work of art  Jewelry design  Architectural work

**3** **a** Year in Which Creation of This Work Was Completed 2002  
 This information must be given in all cases.  
**b** Date and Nation of First Publication of This Particular Work  
 Complete this information ONLY if this work has been published.  
 Month October Day 1 Year 2002  
United States Nation

**4** COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼  
OPI Products, Inc.  
13034 Saticoy Street  
North Hollywood, CA 91605  
 If transfer of the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED  
NOV 20 2002  
 ONE DEPOSIT RECEIVED  
 TWO DEPOSITS RECEIVED  
NOV 20 2002  
 FUNDS RECEIVED

MORE ON BACK ▶ • Complete all applicable spaces (numbers 1-2) on the reverse side of this page.  
 • See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE  
 Page 1 of 2 pages

# **Exhibit B**

**Copyright**

United States Copyright Office

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## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Copyright Number = TXu001295262

Search Results: Displaying 1 of 1 entries

*I'm not really a waitress.***Type of Work:** Text**Registration Number / Date:** TXu001295262 / 2005-12-22**Title:** I'm not really a waitress.**Copyright Claimant:** OPI Products, Inc.**Date of Creation:** 2006**Previous Registration:** Prev. pub. material.**Basis of Claim:** New Matter: additional text & compilation of photos.**Copyright Note:** Cataloged from appl. only.**Names:** OPI Products, Inc.**Save, Print and Email (Help Page)**

Select Download Format	Full Record	<input type="checkbox"/>	Format for Print/Save
Enter your email address:	<input type="text"/>	<input type="button" value="Email"/>	

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[Contact Us](#) | [Request Copies](#) | [Get a Search Estimate](#) | [Frequently Asked Questions \(FAQs\) about Copyright](#) | [Copyright Office Home Page](#) | [Library of Congress Home Page](#)

# **Exhibit C**



# CERTIFICATE OF REGISTRATION



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*  
 REGISTER OF COPYRIGHTS  
 United States of America

**FORM VA**  
 For a Work of the Visual Arts  
 UNITED STATES COPYRIGHT OFFICE

VA 1-207-080



*APR 11 2003*  
 Day Year



DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

TITLE OF THIS WORK  $\nabla$  NATURE OF THIS WORK  $\nabla$  See instructions

OPI CONSUMER SITE - LAS VEGAS COLLECTION Text, Artwork, Photographs  
 PREVIOUS OR ALTERNATIVE TITLES  $\nabla$

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collection in which the contribution appeared. Title of Collective Work  $\nabla$

If published in a periodical or serial give: Volume  $\nabla$  Number  $\nabla$  Issue Date  $\nabla$  On Page  $\nabla$

NAME OF AUTHOR  $\nabla$  DATES OF BIRTH AND DEATH  
 Year Born  $\nabla$  Year Died  $\nabla$

OPI Products, Inc.

Was this contribution to the work a work made for hire?  Yes  No  
 Author's Nationality or Domicile: OR { Citizen of U.S. / Domiciled in United States  
 Was This Author's Contribution to the Work: Anonymous  Yes  No Pseudonym  Yes  No

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions.  
 3 Dimensional sculpture  Map  Technical drawing  
 2 Dimensional artwork  Photograph  Text  
 Reproduction of work of art  Jewelry design  Architectural work

**NOTE**

Under the law the author of a work made for hire is the employer or other person to whom the work was prepared by the employee. If the work was prepared by an employee, the employer is the author for purposes of this form. If the work was prepared by an independent contractor, the contractor is the author. If the work was prepared by a joint author, all joint authors must be named on this form. If the work was prepared by a work made for hire, the employer or other person to whom the work was prepared is the author. If the work was prepared by an independent contractor, the contractor is the author. If the work was prepared by a joint author, all joint authors must be named on this form.

NAME OF AUTHOR  $\nabla$  DATES OF BIRTH AND DEATH  
 Year Born  $\nabla$  Year Died  $\nabla$

Was this contribution to the work a work made for hire?  Yes  No  
 Author's Nationality or Domicile: OR { Citizen of U.S. / Domiciled in United States  
 Was This Author's Contribution to the Work: Anonymous  Yes  No Pseudonym  Yes  No

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions.  
 3-Dimensional sculpture  Map  Technical drawing  
 2 Dimensional artwork  Photograph  Text  
 Reproduction of work of art  Jewelry design  Architectural work

Year in Which Created of This Work Was Completed: 2003  
 Date and Notice of First Publication of This Particular Work: Month February Day 5 Year 2003  
 Country United States

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2  $\nabla$  OPI PRODUCTS, INC  
13034 Satcoy Street  
North Hollywood, CA 91605

APPLICATION RECEIVED  
APR 11 2003  
 ONE DEPOSIT RECEIVED  
 TWO DEPOSITS RECEIVED  
APR 11 2003  
 FUNDS RECEIVED

Transfer if the claimant(s) no real here in space 4-n (are) if (ever) for in the author(s) named space 2 & 3 (see) statement of law the claimant(s) obtain of the copy of the copyright  $\nabla$

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# **Exhibit D**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:  
VA 1-684-003

Effective date of  
registration:  
September 8, 2009

Title \_\_\_\_\_

Title of Work: OPI Designer Series Collection

Completion/ Publication \_\_\_\_\_

Year of Completion: 2009

Date of 1st Publication: February 2, 2009

Nation of 1st Publication: United States

Author \_\_\_\_\_

- Author: OPI Products, Inc.  
Author Created: Text, 2-dimensional artwork

Work made for hire: Yes  
Domiciled in: United States

- Author: Michael Ammann  
Author Created: Photography  
Citizen of: Switzerland

Copyright claimant \_\_\_\_\_

Copyright Claimant: OPI Products, Inc.  
13034 Saticoy Street, North Hollywood, CA, 91605, United States

Transfer Statement: By written agreement

Rights and Permissions \_\_\_\_\_

Organization Name: OPI Products, Inc.  
Address: 13034 Saticoy Street  
North Hollywood, CA 91605 United States

Certification \_\_\_\_\_

**Name:** Eric S. Hyman

**Date:** September 4, 2009

**Applicant's Tracking Number:** 066140.C013

---

**Correspondence:** Yes





Registration #: VA0001684003

Service Request #: 1-252303849

Blakely Sokoloff Taylor & Zafman LLP  
Attn: Eric S. Hyman  
12400 Wilshire Boulevard, 7th Floor  
Los Angeles, CA 90025

Exhibit D  
Page 4 of 4

# **Exhibit E**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:  
VA 1-684-001

Effective date of  
registration:  
September 8, 2009

Title \_\_\_\_\_

Title of Work: OPI France Collection

Completion/ Publication \_\_\_\_\_

Year of Completion: 2009

Date of 1st Publication: February 2, 2009

Nation of 1st Publication: United States

Author \_\_\_\_\_

- Author: OPI Products, Inc.  
Author Created: Text, 2-dimensional artwork

Work made for hire: Yes

Domiciled in: United States

- Author: Kurt Iswarienko  
Author Created: Photography

Domiciled in: United States

- Author: Michael Ammann  
Author Created: Photography

Citizen of: Switzerland

Copyright claimant \_\_\_\_\_

Copyright Claimant: OPI Products, Inc.

13034 Satcoy Street, North Hollywood, CA, 91605, United States

Transfer Statement: By written agreement

Rights and Permissions \_\_\_\_\_

Organization Name: OPI Products, Inc.

Address: 13034 Satcoy Street

North Hollywood, CA 91605 United States

Certification

---

Name: Eric S. Hymen

Date: September 4, 2009

Applicant's Tracking Number: 066140.C012

---

Correspondence: Yes





Registration #: VA0001684001

Service Request #: 1-252163529

Blakely Sokoleff Taylor & Zafman LLP  
Attn: Eric S. Hyman  
12400 Wilshire Boulevard, 7th Floor  
Los Angeles, CA 90025

# **Exhibit F**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:  
VA 1-683-998

Effective date of  
registration:  
September 8, 2009

Title \_\_\_\_\_

Title of Work: OPI India Collection

Completion/ Publication \_\_\_\_\_

Year of Completion: 2009

Date of 1st Publication: February 2, 2009

Nation of 1st Publication: United States

Author \_\_\_\_\_

- Author: OPI Products, Inc.  
Author Created: Text, 2-dimensional artwork

Work made for hire: Yes

Domiciled in: United States

- Author: Miranda Penn-Turin  
Author Created: Photography

Domiciled in: United States

- Author: Michael Ammann  
Author Created: Photography

Citizen of: Switzerland

Copyright claimant \_\_\_\_\_

Copyright Claimant: OPI Products, Inc.

13034 Saticoy Street, North Hollywood, CA, 91605, United States

Transfer Statement: By written agreement

Rights and Permissions \_\_\_\_\_

Organization Name: OPI Products, Inc.

Address: 13034 Saticoy Street

North Hollywood, CA 91605 United States

Certification

---

Name: Eric S. Hyman

Date: September 4, 2009

Applicant's Tracking Number: 066140.C011

---

Correspondence: Yes



**Registration #:** VA0001683998

**Service Request #:** 1-252303821

Blakely Sokoloff Taylor & Zafman LLP  
Attn: Eric S. Hyman  
12400 Wilshire Boulevard, 7th Floor  
Los Angeles, CA 90025



# **Exhibit G**

**CERTIFICATE OF REGISTRATION**



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Margbeth Peters*

REGISTER OF COPYRIGHTS  
United States of America

**FORM VA**

For a Work of the  
UN

RE:

VA 1-205-188



EFFECTIVE DATE OF REGISTRATION

4-11-03

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

TITLE OF THIS WORK

NATURE OF THIS WORK See instructions

OPI PROFESSIONAL SITE - LAS VEGAS COLLECTION

Text, Artwork, Photographs

PREVIOUS OR ALTERNATIVE TITLES

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared Title of Collective Work

If published in a periodical or serial: Volume Number Issue Date On Page

NAME OF AUTHOR

DATES OF BIRTH AND DEATH  
Year Born Year Died

OPI Products, Inc.

Was this contribution to the work a work made for hire  
 Yes  
 No

Author's Nationality or Domestic Name of Country  
OR  
Country of Origin  
Domestic in United States

Was This Author's Contribution to the Work  
Anonymous  Yes  No  
Pseudonymous  Yes  No

**NOTE**

Under the law, the author of a work made for hire is generally the employer or the person for whom the work was made. If you are the author of a work made for hire, you should check the "work made for hire" box on this form. If you are the author of a work that was not made for hire, you should check the "not made for hire" box on this form. If you are the author of a work that was made for hire, you should check the "work made for hire" box on this form. If you are the author of a work that was not made for hire, you should check the "not made for hire" box on this form.

NATURE OF AUTHORSHIP Check appropriate box(es) See instructions

- 3 Dimensional sculpture
- 2 Dimensional artwork
- Reproduction of work of art
- Map
- Photograph
- Jewelry design
- Technical drawing
- Text
- Architectural work

NAME OF AUTHOR

DATES OF BIRTH AND DEATH  
Year Born Year Died

Was this contribution to the work a work made for hire  
 Yes  
 No

Author's Nationality or Domestic Name of Country  
OR  
Country of Origin  
Domestic in United States

Was This Author's Contribution to the Work  
Anonymous  Yes  No  
Pseudonymous  Yes  No

NATURE OF AUTHORSHIP Check appropriate box(es) See instructions

- 3 Dimensional sculpture
- 2 Dimensional artwork
- Reproduction of work of art
- Map
- Photograph
- Jewelry design
- Technical drawing
- Text
- Architectural work

Year in Which Creation of This Work Was Completed

2003

Date and Nation of First Publication of This Particular Work

Month: February Day: 5 Year: 2003  
Country: United States

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author. If there is more than one claimant, list them in order of priority.

OPI PRODUCTS, INC  
13034 Satuloy Street  
North Hollywood, CA 91605

Transfer of the claimant(s) named here in space 4 is (are) different from the author(s) named in space 1 and statement of how the claimant(s) title will be set up in the copyright.

APPLICATION RECEIVED  
**APR 11 2003**

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED  
**APR 11 2003**

FUNDS RECEIVED

MORE ON BACK Complete all appropriate spaces (numbers 1-5) on the reverse side of the page. See also the instructions. Do not write here.

DO NOT WRITE HERE  
Page 1 of \_\_\_\_\_ Pages

# **Exhibit H**



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:  
VA 1-684-004

Effective date of  
registration:  
September 8, 2009

Title \_\_\_\_\_

Title of Work: OPI South Beach Collection

Completion/ Publication \_\_\_\_\_

Year of Completion: 2009

Date of 1st Publication: February 2, 2009

Nation of 1st Publication: United States

Author \_\_\_\_\_

- Author: OPI Products, Inc.  
Author Created: Text, 2-dimensional artwork

Work made for hire: Yes

Domiciled in: United States

- Author: Kurt Iswarienko  
Author Created: Photography

Domiciled in: United States

- Author: Michael Armann  
Author Created: Photography

Citizen of: Switzerland

Copyright claimant \_\_\_\_\_

Copyright Claimant: OPI Products, Inc.

13034 Saticoy Street, North Hollywood, CA, 91605, United States

Transfer Statement: By written agreement

Certification \_\_\_\_\_

Name: Eric S. Hyman

Date: September 4, 2009

---

Correspondence: Yes



**Registration #:** VA0001684004

**Service Request #:** 1-252303891

Blakely Sokoloff Taylor & Zafman LLP  
Attn: Eric S. Hyman  
12400 Wilshire Boulevard, 7th Floor  
Los Angeles, CA 90025



# **Exhibit I**

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

FORM VA  
For a Work of the Visual Arts

VA 1-223-858



EFFECTIVE DATE OF REGISTRATION

11-25-02

1 5 1 7 5 7 1 1 1

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

1  
TITLE OF THIS WORK **PROFESSIONAL SITE CLASSIC** NATURE OF THIS WORK **Artwork, Photographs**  
PREVIOUS OR ALTERNATIVE TITLES

Publications as a Contribution: If the work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Page

2  
NAME OF AUTHOR **GPI Products, Inc** DATES OF BIRTH AND DEATH  
Year Born Year Died  
Was this contribution to the work a "work made for hire"?  Yes  No Author's Nationality or Domicile: **United States** Was This Author's Contribution to the Work Anonymous?  Yes  No Pseudonym?  Yes  No

**NOTE**  
Under the law the author of a "work made for hire" is generally the employer for the employee (see instructions). For any part of this work that was made for hire check "Yes" in the space provided; give the employer (or other person for whom the work was prepared) as Author of that part and list in the space for dates of birth and death blank.

NATURE OF AUTHORSHIP:  3-Dimensional sculpture  Map  Technical drawing  2 Dimensional artwork  Photograph  Text  Reproduction of work of art  Jewelry design  Architectural work

3  
NAME OF AUTHOR **b** DATES OF BIRTH AND DEATH  
Year Born Year Died  
Was this contribution to the work a "work made for hire"?  Yes  No Author's Nationality or Domicile: **United States** Was This Author's Contribution to the Work Anonymous?  Yes  No Pseudonym?  Yes  No

NATURE OF AUTHORSHIP:  3-Dimensional sculpture  Map  Technical drawing  2 Dimensional artwork  Photograph  Text  Reproduction of work of art  Jewelry design  Architectural work

4  
Year in Which Creation of This Work Was Completed: **2002** Date and Place of First Publication of This Particular Work: **October 1, 2002 United States**

5  
COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.  
**GPI Products, Inc  
13034 Saticoy Street  
North Hollywood, CA 91605**

APPLICANT'S RECEIPT  
ONE DEPOSIT RECEIVED  
TWO DEPOSITS RECEIVED  
FUNDS RECEIVED

# **Exhibit J**

# Copyright

United States Copyright Office

[Help](#) [Search](#) [History](#) [Titles](#) [Start Over](#)

## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Copyright Number = VA0001208442

Search Results: Displaying 1 of 1 entries



### Professional site collection.

*Professional site collection.*

**Type of Work:** Visual Material

**Registration Number / Date:** VA0001208442 / 2002-11-25

**Title:** Professional site collection.

**Description:** Art reproductions.

**Notes:** Includes text & photos.

**Copyright Claimant:** OPI Products, Inc.

**Date of Creation:** 2002

**Date of Publication:** 2002-08-04

**Names:** [OPI Products, Inc.](#)



### Save, Print and Email (Help Page)

Select Download Format:

Enter your email address:

[Help](#) [Search](#) [History](#) [Titles](#) [Start Over](#)

[Contact Us](#) | [Request Copies](#) | [Get a Search Estimate](#) | [Frequently Asked Questions \(FAQs\) about Copyright](#) | [Copyright Office Home Page](#) | [Library of Congress Home Page](#)

# **Exhibit K**



---

Copyright catalog Author Search for OPI Products Inc

Type of Work: Visual Material

Registration Number / Date:  
VA0001696899 / 2009-09-08

Application Title: OPI Designer Series Collection.

Title: OPI Designer Series Collection.

Description: Sheet.

Copyright Claimant:  
OPI Products, Inc, Transfer: By written agreement.

Date of Creation: 2009

Date of Publication:  
2009-02-02

Nation of First Publication:  
United States

Authorship on Application:  
OPI Products, Inc, employer for hire; Domicile: United States. Authorship: Text, 2-dimensional artwork.  
Michael Ammann; Citizenship: Switzerland. Authorship: Photography.

Rights and Permissions:  
OPI Products, Inc, 13034 Saticoy Street, North Hollywood, CA, 91605

Copyright Note: C.O. correspondence.

Names: Ammann, Michael  
OPI Products, Inc

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The Library of Congress  
United States Copyright Office  
101 Independence Ave., S.E.  
Washington, D.C. 20559-6000  
202-707-3000

# **Exhibit L**

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Copyright catalog Author Search for OPI Products Inc

Type of Work: Visual Material

Registration Number / Date:  
VA0001696893 / 2009-09-08

Application Title: OPI France Collection.

Title: OPI France Collection.

Description: Sheet.

Copyright Claimant:  
OPI Products, Inc., Transfer: By written agreement.

Date of Creation: 2009

Date of Publication:  
2009-02-02

Nation of First Publication:  
United States

Authorship on Application:  
OPI Products, Inc., employer for hire; Domicile: United States. Authorship: Text, 2-dimensional artwork.  
Kurt Iswarienko; Domicile: United States. Authorship: Photography.  
Michael Ammann; Citizenship: Switzerland. Authorship: Photography.

Rights and Permissions:  
OPI Products, Inc., 13034 Saticoy Street, North Hollywood, CA, 91605

Copyright Note: C.O. correspondence.

Names: Iswarienko, Kurt  
Ammann, Michael  
OPI Products, Inc.

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++++  
The Library of Congress  
United States Copyright Office  
101 Independence Ave., S.E.  
Washington, D.C. 20559-6000

202-707-3000

# **Exhibit M**

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Copyright catalog Author Search for OPI Products Inc

Type of Work: Visual Material

Registration Number / Date:  
VA0001696894 / 2009-09-08

Application Title: OPI India Collection.

Title: OPI India Collection.

Description: Sheet.

Copyright Claimant:  
OPI Products, Inc., Transfer: By written agreement.

Date of Creation: 2009

Date of Publication:  
2009-02-02

Nation of First Publication:  
United States

Authorship on Application:  
OPI Products, Inc., employer for hire; Domicile: United States. Authorship: Text, 2-dimensional artwork.  
Miranda Penn-Turn; Domicile: United States. Authorship: Photography.  
Michael Ammann; Citizenship: Switzerland. Authorship: Photography.

Rights and Permissions:  
OPI Products, Inc., 13034 Saticoy Street, North Hollywood, CA, 91605

Copyright Note: C.O. correspondence.

Names: Penn-Turn, Miranda  
Ammann, Michael  
OPI Products, Inc.

=====

++++  
The Library of Congress  
United States Copyright Office  
101 Independence Ave., S.E.  
Washington, D.C. 20559-6000



202-707-3000

# **Exhibit N**

Copyright catalog Author Search for OPI Products Inc

Type of Work: Visual Material

Registration Number / Date:  
VA0001685382 / 2009-10-15

Application Title: OPI biz.opi.com images.

Title: OPI biz.opi.com images.

Description: Electronic.

Copyright Claimant:  
OPI Products, Inc., Transfer: By written agreement.

Date of Creation: 2009

Date of Publication:  
2009-04-30

Nation of First Publication:  
United States

Authorship on Application:  
OPI Products, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: text, photograph(s)  
Kurt Iswarienko; Domicile: United States; Citizenship: United States. Authorship: photograph(s)  
Miranda Penn-Turin; Domicile: United States; Citizenship: United States. Authorship: photograph(s)  
Julie Dennis Brothers; Domicile: United States; Citizenship: United States. Authorship: photograph(s)

Rights and Permissions:  
OPI Products, Inc., 13034 Saticoy Street, North Hollywood, CA, 91605, United States

Names: Iswarienko, Kurt  
Penn-Turin, Miranda  
Brothers, Julie Dennis  
OPI Products, Inc.

=====

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The Library of Congress  
United States Copyright Office

101 Independence Ave., S.E.  
Washington, D.C. 20559-6000  
202-707-3000

# **Exhibit O**

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Copyright catalog Author Search for OPI Products Inc

Type of Work: Visual Material

Registration Number / Date:  
VA0001705157 / 2010-03-03

Application Title: OPI Spain Collection.

Title: OPI Spain Collection.

Description: Electronic file (eService)

Copyright Claimant:  
OPI Products, Inc.

Date of Creation: 2009

Date of Publication:  
2009-04-30

Nation of First Publication:  
United States

Authorship on Application:  
OPI Products, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: text, photograph(s), 2-D artwork.

Rights and Permissions:  
Eric Hyman, Blakely, Sokoloff, Taylor & Zafman LLP, 12400 Wilshire Blvd, Los Angeles, CA, 90025, United States, [eric\\_hyman@bstz.com](mailto:eric_hyman@bstz.com)

Copyright Note: Regarding author information: text is short phrases; short phrases not copyrightable. Authority 37 CFR 202.1

Names: OPI Products, Inc.

=====

++++  
The Library of Congress  
United States Copyright Office  
101 Independence Ave., S.E.  
Washington, D.C. 20559-6000  
202-707-3000



# **Exhibit P**

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Copyright catalog Author Search for OPI Products Inc

Type of Work: Visual Material

Registration Number / Date:  
VA0001704440 / 2010-03-08

Application Title: OPI Hong Kong Collection with Models.

Title: OPI Hong Kong Collection with Models.

Description: Electronic file (eService)

Copyright Claimant:  
OPI Products, Inc.

Date of Creation: 2009

Date of Publication:  
2009-11-10

Nation of First Publication:  
United States

Authorship on Application:  
OPI Products, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: text, photograph(s), 2-D artwork.  
Miranda Penn Turin; Domicile: United States; Citizenship: United States. Authorship: photograph(s)

Rights and Permissions:  
Eric Hyman, Blakely, Sokoloff, Taylor & Zafman LLP, 12400 Wilshire Blvd, Los Angeles, CA, 90025, United States, [eric\\_hyman@bstz.com](mailto:eric_hyman@bstz.com)

Names: Turin, Miranda Penn  
OPI Products, Inc.

=====  
++++  
The Library of Congress  
United States Copyright Office  
101 Independence Ave., S.E.  
Washington, D.C. 20559-6000  
202-707-3000

# **Exhibit Q**

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Copyright catalog Author Search for OPI Products Inc

Type of Work: Visual Material

Registration Number / Date:  
VA0001703817 / 2010-03-09

Application Title: OPI Spain Collection with Displays.

Title: OPI Spain Collection with Displays.

Description: Electronic file (eService)

Copyright Claimant:  
OPI Products, Inc.

Date of Creation: 2009

Date of Publication:  
2009-04-30

Nation of First Publication:  
United States

Authorship on Application:  
OPI Products, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: text, photograph(s), 2-D artwork.

Rights and Permissions:  
Eric Hyman, Blakely, Sokoloff, Taylor & Zafman LLP, 12400 Wilshire Blvd, Los Angeles, CA, 90025, United States, [eric.hyman@bstz.com](mailto:eric.hyman@bstz.com)

Copyright Note: Regarding author information: Text is short phrases only; short phrases not copyrightable. 37 CFR 202.1

Names: OPI Products, Inc.

-----  
++++  
The Library of Congress  
United States Copyright Office  
101 Independence Ave., S.E.  
Washington, D.C. 20559-6000  
202-707-3000

# **Exhibit R**

# OPI MODEL RELEASE

Shoot Date \_\_\_\_\_ Shoot Ref. Name \_\_\_\_\_

Creative Director \_\_\_\_\_ Photographer \_\_\_\_\_

Model Name \_\_\_\_\_ Agency \_\_\_\_\_ Contact Telf \_\_\_\_\_

Rate \$ \_\_\_\_\_ x day(s) \_\_\_\_\_ Model Prep Services \$ \_\_\_\_\_ Scheduled Prep Date \_\_\_\_\_  
plus 20% agency plus 20% agency

Manicure  Pedicure  Nail Enhancements  Other \_\_\_\_\_  
(i.e., acrylics, tips, etc.)

### Wardrobe Limitations

Utilizing Animals (i.e. fur, leather, live animals, etc.)  Other \_\_\_\_\_  None

### Medical, Physical or Emotional Limitations (i.e. physical restrictions, tattoos, piercings, phobias, fears, etc.)

Yes (please explain) \_\_\_\_\_  None

In consideration of the amount stated above, I hereby irrevocably grant to OPI Products, Inc., its subsidiaries, affiliates, nominees, licensees, their successors, agents and assigns, as well as those acting with its authority (collectively referred to as "OPI"), with respect to my involvement in the photographs, film, visual image recording, or tape taken with respect thereto by, or on behalf, of OPI (the "Pictures"), the unconditional, unrestricted, absolute, exclusive, irrevocable, royalty-free and world wide right [in perpetuity], at OPI's sole discretion, to: (a) Reproduce, copy, modify, create derivatives in whole or in part, or otherwise use the Pictures or any part thereof in combination with or as a composite of other matter, including but not limited to, text, data, visual images, photographs, illustrations, graphics or audio segments of any nature, in any media or embodiment, now known or hereafter to become known, including, but not limited to, all formats of computer readable electronic magnetic, digital laser or optical-based media (the "Works") for any purpose whatsoever; (b) Use and permit to be used my name, image, likeness, voice, personality, biography, personal identification, whether in original or modified form, in connection with the Works as OPI may choose; and (c) Display, perform, exhibit, distribute, transmit or broadcast the Works by any means now known or hereafter to become known. I acknowledge that all copyrightable material created by me at the above-referenced shoot ("Work Product") are being made by me as a "work made for hire" pursuant to the United States Copyright Act and the relevant federal and state statutes pertaining to copyrights, patents and trademarks as well as all guild regulations and bylaws. I further acknowledge that OPI shall be the sole and absolute owner of all Work Product performed hereunder and of all Pictures and images in any medium of me or the results of my services taken or recorded during the above-referenced shoot (collectively referred to as "Additional Items"). To the extent that Work Product is not considered a "work made for hire" I hereby assign and agree to assign in the future to OPI all of my right, title and interest in and to any and all Work Product without any compensation other than that set forth above.

OPI shall have the absolute right to copyright and publish or use the "Pictures" for any purpose whatsoever and shall have the right to sublicense to third parties, including, but not limited to, certain of OPI's customers. OPI shall have the absolute right to copyright and publish or use the Pictures and Works for any [trade] [consumer] purpose whatsoever and shall have the right to sublicense to third parties, including, but not limited to, certain of OPI's customers, rights relative to the Pictures and/or Works [in perpetuity]. As used herein, ["trade purpose" means advertising, education and promotion designed to stimulate wholesalers or retailers to purchase products for their own use or for resale to their customers.] ["consumer purpose" means advertising, education and promotion designed to stimulate end-users or customers to purchase products from wholesalers or retailers.] Without limiting the generality of the foregoing, it is understood and agreed that the rights granted to OPI hereunder include, but are not limited to, audio/visual entertainment, informational, news, educational or editorial content; theatrical and other live events (including launch parties); printed and electronic media (including websites); publishing; magazines (poli-bag, cover wrap, promotional covers or otherwise); merchandising/advertising (print, internet-based or otherwise); collateral; sales-related materials; product packaging/posters; point-of-purchase displays; and publicity rights in all media or every nature whatsoever, whether now known or hereafter devised. I reserve no rights relative to the Pictures, Works or Additional Items with respect to such uses. I hereby waive any rights, whether present or future, that I may have to inspect and/or approve the products of OPI's usage of the Pictures, Works or Additional Items and all moral rights thereto. I further acknowledge that I am to receive no further payment other than that referenced above with respect to OPI's use of the pictures, Works or Additional Items and that OPI shall have all right, title and interest in any and all results and proceeds from or relating to the Pictures and Works.

I hereby grant OPI or its affiliated companies or their respective officers, employees, agents and/or any others acting on its or their behalf or with its or their permission, a full and unconditional release of any and all claims, demands or causes of action or liability, both presently and in the future, for any and all losses, injuries or conditions in general which I may claim to have or have actually suffered as a result of services performed and/or materials used by OPI and with respect to the Pictures, Works and Additional Items, including but not limited to, libel, defamation, invasion of privacy or right of publicity, moral rights, infringement of copyright or violation of any right arising out of or relating to any utilization of the Pictures, Works or Additional Items or based on any failure or omission to make use thereof. I fully realize that in executing this release, I am freeing and holding harmless OPI, its officers, employees, agents and/or those acting on its behalf for any claims of negligence or other dangerous or wrongful conduct either by way of act or omission, whether in the formulation, manufacturing, use or application of its products and/or the acts performed by its authorized agents on my person.

I also waive all rights and release and discharge OPI from any claim, demand or cause of action whether now known or unknown, for defamation, invasion of the right to privacy, publicity, personality, moral rights or any similar matter, or based upon or relating to the use and exploitation of the Pictures, Works or Additional Items. No breach of this Release shall entitle me to terminate or rescind the rights granted to OPI herein and I hereby waive the right, in the event of such breach, to equitable relief or to enjoin, restrain or interfere with the production, distribution, exploitation, exhibition or use of any of the Pictures, Works or Additional Items, it being understood that my sole remedy shall be the right to recover damages with respect to any such breach. This Release shall be

## O·P·I

13034 Saticoy Street, N. Hollywood, CA 91605/USA, tel (800) 341-9999/(818) 759-2400 fax (818) 759-5778



governed by the laws of the State of California, USA. I acknowledge that the grant of rights, waivers and releases set forth above are given as a material inducement for OPI to retain me in connection with the above-referenced shoot and I understand that OPI will incur substantial expense in reliance thereof.

**Further Assurance:** I hereby agree to execute such further documents and instruments and take such further action as OPI may reasonably request to effectuate the terms of this Release free of charge and in the event I fail or am unable to execute any such documents or instruments, I hereby appoint OPI as my irrevocable attorney-in-fact to execute any such documents and instruments, if such documents and instruments are not inconsistent with the terms of this Release. **Integration/Modification:** This Release contains the entire agreement between the parties hereto with respect to the transactions contemplated thereby, and contains all of the terms and conditions thereof and supersedes all prior agreements and understandings relating to the subject matter hereof. No changes or modifications of or additions to this Release shall be valid unless the same shall be in writing and signed by me and OPI.

**Usage Terms:** Territory: Domestic and International. Trade Usage: Full Trade buyout with no time limitations including but not limited to Trade Advertising, Editorial content, P.O.P, and Collateral Materials. Consumer Usage: Unlimited consumer usage for 36 months from date of first insertion including but not limited to Consumer Advertising, P.O.P, and Collateral Materials. Web Usage: Usage on www.opi.com, www.nicolebyopi.com and OPI Distributor and customers websites and other websites owned or controlled by OPI or its affiliates.

**Shoot Cancellation Policy:** If, for any reason, the photoshoot is cancelled by OPI prior to 10 days before the shoot, OPI is not responsible to pay a cancellation fee. If the photoshoot is cancelled within 10 to 4 days of the shoot date, OPI will pay the model 25% of the day rate plus the agency fee. If the photoshoot is cancelled within 3 days of the shoot date, OPI will pay full booking rate.

**Confidentiality Terms:** During the shoot and at other times, you have gained and may in the future gain access to Confidential information of OPI. Confidential information includes, without limitation, information and material that is proprietary to OPI, whether or not marked as 'confidential' or 'proprietary' and whether or not in electronic form and which is disclosed (orally or otherwise) to or obtained by you which relates to the past, present or future research, development, financial, technological or business activities of OPI, including, but not limited to, the name and/or theme of a given line of lacquers, the name and color of an individual lacquer, marketing and/or advertising campaign for lacquers, pricing policies and data, methods of manufacture and/or providing services, ingredients of products and trade secrets (as defined in Section 3426 of the California Civil Code). You agree that you will at all times keep strictly confidential all of the Confidential information and that you will not, directly or indirectly, use, disclose or permit the use or disclosure of any of the Confidential information to any third party, including without limitation, the media or the press.

This contract is for a full 8-hour work day and we expect to begin working at the designated call time (overtime will be paid for work in excess of 8 hours at the hourly rate, "straight time").

I represent that I am of full age and authority and have full and unrestricted rights to execute this release both as to Federal and State Law, and/or any other rights granted herein.

Agency Representative \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

OPI Representative \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_



13034 Saticoy Street, N. Hollywood, CA 91605/USA, tel (800) 341-9999/(818) 759-2400 fax (818) 759-5778

**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 Dale S. Fischer and the assigned discovery Magistrate Judge is Margaret A. Nagle.

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

**CV10- 2310 DSF (MANx)**

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.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

OPI PRODUCTS, INC. a California  
corporation,  
  
PLAINTIFF(S)  
  
v.  
  
TRANS DESIGN, INC., a Georgia  
corporation, NGU TRAN, an individual,  
and DOES 1 through 10, inclusive,  
DEFENDANT(S).

CASE NUMBER

~~CV 10-02310-DSF(MAN)~~

SUMMONS


TO: DEFENDANT(S): \_\_\_\_\_

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, William C. Conkle, whose address is 3130 Wilshire Bl., Suite 500, Santa Monica, CA 90403 (310)998-9100. 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: 30 MAR 2010

By:   
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**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) OPI PRODUCTS, INC. a California corporation	<b>DEFENDANTS</b> TRANS DESIGN, INC., a Georgia corporation, NGU TRAN, an individual, and DOES 1 through 10, inclusive,
---	--

<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) William C. Conkle Mark C. Riedel CONKLE, KREMER & ENGEL PLC 3130 Wilshire Blvd., Suite 500 Santa Monica, California 90403-2351 (310) 998-9100	Attorneys (If Known)
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<b>II. BASIS OF JURISDICTION</b> (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)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:47%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<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
	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<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																				

**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.)

**CLASS ACTION under F.R.C.P. 23:**  Yes     No    **MONEY DEMANDED IN COMPLAINT: \$** 0.00

**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.)

17 U.S.C. § 501 Copyright Infringement

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

<b>OTHER STATUTES</b> <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	<b>CONTRACT</b> <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 <b>REAL PROPERTY</b> <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	<b>TORTS</b> <b>PERSONAL INJURY</b> <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 <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <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 <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <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	<b>PRISONER PETITIONS</b> <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 <b>FORFEITURE/PENALTY</b> <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	<b>LABOR</b> <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 <b>PROPERTY RIGHTS</b> <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <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(a)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
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**FOR OFFICE USE ONLY:** Case Number: CV 10-02310

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).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Forest Park, Georgia

(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.

X. SIGNATURE OF ATTORNEY (OR PRO PER): \_\_\_\_\_

Date March 30, 2010

William C. Conkle

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))