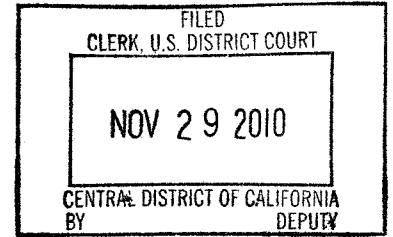


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THE KONIGSBERG COMPANY



7 U.S. District Court  
8 Central District of CALIFORNIA  
9 COUNTY OF LOS ANGELES

10 THE KONIGSBERG COMPANY, a  
11 California corporation,

12 Plaintiffs,

13 vs.

14  
15 FIRST LOOK STUDIOS, INC., a  
Delaware Corporation, SHOWTIME  
16 NETWORKS, INC., a Delaware  
17 Corporation, BEST BUY STORES, LP,  
a Virginia Limited Partnership; WAL-  
18 MART STORES, INC., an Arkansas  
19 Corporation, TARGET  
CORPORATION, a Minnesota  
20 corporation; CIRCUIT CITY STORES,  
21 INC., a Virginia corporation,  
22 BLOCKBUSTER, INC., a Delaware  
corporation, BARNES & NOBLE  
23 BOOKSELLERS, INC., a Delaware  
corporation, FRY'S ELECTRONICS,  
24 INC., a California corporation,  
25 AMAZON.COM INTERNATIONAL,  
INC., a Delaware Corporation; and  
26 DOES 1 through 50, inclusive.

27 Defendants.  
28

Case Number **CV10-9168** <sup>VBF</sup> (MANU)

**COMPLAINT FOR:**

**(1) COPYRIGHT INFRINGEMENT;**

**(2) CONTRIBUTORY COPYRIGHT INFRINGEMENT; AND**

**(3) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE § 17200**

**DEMAND FOR JURY TRIAL**

1 Plaintiff The Konigsberg Company ("Plaintiff"), for its Complaint against  
2 First Look Studios, Inc. ("First Look"), Showtime Networks, Inc. ("Showtime"),  
3 Best Buy Stores, LP ("Best Buy"), Circuit City Stores, Inc. ("Circuit City"), Wal-  
4 Mart Stores, Inc. ("Wal-Mart"), Target Corporation ("Target"), Blockbuster, Inc.  
5 ("Blockbuster"), Barnes & Noble Booksellers, Inc. ("Barnes & Noble"),  
6 Amazon.com International, Inc. ("Amazon.com"), and Fry's Electronics, Inc.  
7 ("Fry's"), and DOES 1 through 50, alleges as following as to matters within its  
8 personal knowledge, and on information and belief as to all other matters:

9 **NATURE OF THE CASE**

10 1. This action arises out of First Look's acts of copyright infringement  
11 arising from its unlawful distribution of "Retrograde" (the "Work"), a major  
12 motion picture starring Dolph Lundgren, without first acquiring rights from  
13 Plaintiff, the exclusive licensee of the copyright in the Work.

14 2. Plaintiff entered into negotiations with First Look to be Plaintiff's  
15 exclusive licensee of the right to distribute the Work in certain territories. The  
16 negotiations were never completed and no agreement was ever reached or  
17 executed.

18 3. First Look has nonetheless distributed the Work in conjunction with  
19 numerous retailers and broadcasters, none of whom were ever authorized to  
20 distribute the Work, and who have therefore engaged in copyright infringement  
21 and contributory copyright infringement. This conduct also constitutes unfair  
22 competition by the defendants in violation of California Business and Professions  
23 Code section 17200.

24 4. In addition, Plaintiff is informed and believes and on that basis alleges  
25 that First Look has repeatedly engaged in a pattern of such unlawful and infringing  
26 conduct, and has willfully engaged in these violations of the law. First Look has  
27 continued to exploit the Work notwithstanding that Plaintiff has demanded it cease  
28

1 and desist from its infringing conduct. Plaintiff therefore brings this action to  
2 recover its damages arising from, and to further enjoin, the defendants'  
3 infringement and unlawful exploitation of the Work.

4  
5 **JURISDICTION AND VENUE**

6 5. This is a civil action against Defendants for copyright infringement in  
7 breach of the Copyright Act, 17 U.S.C. §§ 101 *et seq.* This Court has subject matter  
8 jurisdiction pursuant to 17 U.S.C. § 501(a), 28 U.S.C. § 1331 and 28 U.S.C. §  
9 1338(a).

10 6. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) and 28  
11 U.S.C. § 1400(a) in that the claim arises in this Judicial District, Defendant First  
12 Look may be found in and transacts business in this Judicial District, and on  
13 information and belief, other Defendants also transact business in this venue.  
14 Defendants are subject to the personal jurisdiction of this Court and are amenable to  
15 service of process pursuant to the California Long-Arm Statute, Cal. Civ. Proc.  
16 Code, Section 413.10, and Fed. R. Civ. P. 4(e).

17 **THE PARTIES**

18 7. Plaintiff The Konigsberg Company is a Corporation incorporated in  
19 California.

20 8. Plaintiff is informed and believes and, upon such information alleges, that  
21 Defendant First Look is a Delaware Corporation based in Los Angeles, California.  
22 Defendant First Look has distributed the Work as alleged herein.

23 9. Plaintiff is informed and believes and, upon such information alleges, that  
24 Defendant Showtime Networks, Inc. ("Showtime") is a Delaware Corporation,  
25 Defendant Best Buy Stores, LP ("Best Buy") is a Virginia Limited Partnership;  
26 Wal-Mart Stores, Inc. ("Wal-Mart") is an Arkansas Corporation, Target Corporation  
27 ("Target") is a Minnesota corporation; Circuit City Stores, Inc. ("Circuit City") is a  
28

1 Virginia corporation, Blockbuster, Inc. (“Blockbuster”) is a Delaware corporation,  
2 Barnes & Noble Booksellers, Inc. (“Barnes & Noble”) is a Delaware corporation,  
3 Amazon.com International, Inc. (“Amazon.com”) is a Delaware Corporation, and  
4 Fry’s Electronics, Inc. (“Fry’s”) is a California corporation. All of these defendants,  
5 save Showtime which broadcasted the film, are retailers that have sold and continue  
6 to sell DVD’s containing the Work without authorization. All of these defendants  
7 do business in California and have engaged in acts of contributory copyright  
8 infringement in California. These defendants are collectively referred to as the  
9 “Secondary Infringers.”

10 10. Plaintiff is unaware of the true names or capacities of the defendants sued  
11 herein under the fictitious names DOES 1-50, but prays for leave to amend and  
12 serve such fictitiously named defendants once their names and capacities become  
13 known. Plaintiff is informed and believes and, upon such, alleges that each of the  
14 defendants designated herein as a “DOE” is legally responsible in some manner for  
15 the events and happenings herein alleged either as a direct participant in the scheme  
16 outlined herein or as a retailer or other responsible distributor infringing copyrights  
17 as alleged herein, and that Plaintiff’s damages as alleged herein were proximately  
18 caused by such defendants.

19 11. First Look, the Secondary Infringers, and the DOE defendants are  
20 collectively referred to herein as “Defendants.”

21 **FACTUAL ALLEGATIONS**

22 12. The Work has been registered with the United States Copyright Office.  
23 A true and correct copy of the Certificate of Registration thereof is attached as  
24 Exhibit A to this Complaint.

25 13. Plaintiff is the holder of the exclusive right to market, distribute,  
26 subdistribute and otherwise exploit the Work, trailers, and other advertising  
27 materials in connection therewith, and the copyright identified in Exhibit A,  
28

1 throughout the universe, with respect to all forms of theatrical distribution, non-  
2 theatrical distribution, all forms of television (including free and pay television),  
3 home video, and all other media.

4 14. On or about the end of 2008, Plaintiff entered into negotiations with First  
5 Look concerning a potential grant of an exclusive license to First Look to distribute  
6 the Work in the United States and certain other territories.

7 15. An agreement between the parties concerning distribution of the Work  
8 was never reached or executed, and Plaintiff never granted First Look any right to  
9 distribute the work as an exclusive licensee or otherwise.

10 16. Notwithstanding that Plaintiff never granted First Look any right to  
11 distribute the Work whatsoever, Plaintiff is informed and believes and on that basis  
12 alleges that First Look has distributed the Work to multiple retailers and  
13 broadcasters, including the Secondary Infringers, all of whom have profited from  
14 their acts of infringement.

15 17. Plaintiff is informed and believes and on that basis alleges that the  
16 Secondary Infringers have distributed the Work on pay television (cable) within  
17 the United States and/or through retail sales of the Work, without Plaintiff's  
18 authorization or permission.

19 18. Plaintiff is also informed and believes, and on that basis alleges, that First  
20 Look has also negotiated with and/or entered into other distribution relationships  
21 with other distributors and/or broadcasters concerning exploitation of the Work in  
22 various territories without Plaintiff's authorization or permission. The full scale of  
23 Defendants' unlawful distribution and exploitation of the Work is unknown to  
24 Plaintiff.

25 19. Plaintiff is informed and believes and on that basis alleges that First Look  
26 has engaged in similar acts of copyright infringement and been the subject of  
27 lawsuits for copyright infringement from third parties who hold copyright interests  
28

1 in works which First Look has unlawfully distributed without authorization in  
2 violation of those rights.

3 **FIRST CAUSE OF ACTION**

4 **(Copyright Infringement Against All Defendants)**

5 20. Plaintiff incorporates herein by reference the allegations in paragraphs 1  
6 through 19 above.

7 21. Plaintiff is informed and believes, and on that basis alleges, that  
8 Defendants, and each of them, have knowingly and intentionally infringed  
9 Plaintiff's rights in the copyright in the Work, by, among other things,  
10 manufacturing or causing to be manufactured, producing, importing, exporting,  
11 advertising, displaying, promoting, marketing, distributing, providing, publicly  
12 performing, offering for license, licensing, offering for rental and/or renting,  
13 offering for sale and/or selling within this judicial district and elsewhere, including  
14 in videos, on television and in videos, certain unauthorized goods and/or services  
15 featuring other otherwise using the Work, or unauthorized derivative works thereof.  
16 The unauthorized goods and/or services which have been and/or are being produced,  
17 manufactured, imported, exported, advertised, displayed, promoted, marketed,  
18 distributed, provided, publicly performed, offered for license, licensed, offered for  
19 rental, rented offered for sale and/or sold by, for or on behalf of the Defendants, or  
20 any of them, and/or Defendants' respective promotional activities with respect  
21 thereto, utilize simulations and unauthorized copies and/or depictions of the Work  
22 and/or constitute unauthorized "derivative works" within the purview of 17 U.S.C  
23 section 101 and 106. The production or manufacture of such infringing goods  
24 and/or services is an unauthorized reproduction of Plaintiff's copyrighted work by  
25 Defendants in violation of 17 U.S.C. Section 106(1), and /or the unauthorized  
26 preparation of derivative works violating 17 U.S.C. Section 106(2). The marketing  
27 of such infringing goods and/or services by Defendants is an unauthorized  
28

1 distribution of copies of Plaintiff's copyrighted work violating 17 U.S.C Section  
2 106(3). The advertising and/or display of such infringing goods and/or services by  
3 Defendants is an unauthorized public display of Plaintiff's copyrighted work  
4 violating 17 U.S.C. Section 106(5).

5 22. The manufacture, importation, exportation, advertisement, display,  
6 promotion, marketing, distribution, provision, public performance, offer for license,  
7 license, offer for rental, rental, offer for sale and/or sale of the unauthorized and  
8 infringing goods and/or services by Defendants is without any permission, license or  
9 authorization from Plaintiff.

10 23. Plaintiff has no adequate remedy at law and has suffered, and is continuing  
11 to suffer, irreparable harm and damage as a result of the aforesaid acts of  
12 infringement. Defendants are each liable in amounts within the jurisdiction of this  
13 Court.

14 24. Plaintiff is informed and believes and upon that basis alleges, that the  
15 aforesaid infringement by Defendants of the Work was and continues to be with the  
16 knowledge that the Work is copyrighted, and that Defendants, and each of them, in  
17 doing the acts complained of herein, have willfully infringed Plaintiff's rights under  
18 the Copyright Laws of the United States, 17 U.S.C. Section 101 et seq.

19 25. Plaintiff is informed and believes, and upon that basis alleges, that  
20 Defendants have each obtained gains, profits and advantages as a result of their  
21 respective wrongful acts in amounts within the jurisdiction of this Court.

22 26. Plaintiff is informed and believes, and on that basis alleges, that it has  
23 suffered, and continues to suffer, direct and actual damages as a result of  
24 Defendants' wrongful conduct as alleged herein, in amounts within the jurisdiction  
25 of this Court. In order to determine the full extent of such damages, including such  
26 profits as may be recoverable under 17 U.S.C. Section 504, Plaintiff will require an  
27 accounting from each defendant of all monies generated from the manufacture,  
28

1 production, importation, exportation, distribution, provision, public performance,  
2 licensing, rental and/or sale of infringing goods and/or services as alleged herein.

3 27. In the alternative, Plaintiff may potentially elect to recover statutory  
4 damages pursuant to 17 U.S.C. Section 504(c). Defendants have each violated the  
5 copyrights of Plaintiff, as set forth above. Plaintiff is informed and believes, and on  
6 that basis alleges, that Defendants have each infringed the Work, a federally  
7 registered work. Plaintiff is informed and believes, and on that basis alleges, that  
8 Defendants, and each of them, may be liable for statutory damages to Plaintiff  
9 pursuant to 17 U.S.C Section 504(c). Furthermore, Plaintiff is informed and  
10 believes, and upon that basis alleges, that each defendant's acts as described above  
11 are in willful violation of Plaintiff's rights, and statutory damages against each such  
12 willfully infringing defendant in the Court's discretion up to the amount of \$150,000  
13 for the infringement of the Work should be assessed by the Court pursuant to 17  
14 U.S.C Section 504(c)(2).

15 28. Plaintiff is informed and believes, and on that basis alleges, that unless  
16 enjoined by the Court, the unlawful infringement by Defendants will continue with  
17 irreparable harm and damage to Plaintiff. Accordingly, Plaintiff seeks preliminary  
18 and permanent injunctive relief pursuant to 17 U.S.C. Section 502.

19 29. By reason of the foregoing, Plaintiff has incurred, and will continue to  
20 incur, attorneys' fees and other costs in connection with the prosecution of the  
21 claims herein, which attorneys' fees and costs Plaintiff may depending upon the  
22 circumstances be entitled to recover from Defendants, and each of them, herein.

## 23 **SECOND CAUSE OF ACTION**

### 24 **(Contributory Copyright Infringement Against Defendants)**

25 30. Plaintiff incorporates herein by reference the allegations in paragraphs 1  
26 through 29 above.

27 31. Plaintiff is informed and believes, and upon that basis alleges, that  
28



1 Defendants, and each of them, with knowledge of the infringing activities of third  
2 parties and other of the Defendants, as well as with the ability to control same and  
3 the intent to themselves benefit, either directly or indirectly, therefrom, have  
4 infringed and threaten to further infringe the copyrights in the Work by, among  
5 other things, participating in or otherwise knowingly contributing to the  
6 manufacture, importation, exportation, advertisement, display, promotion,  
7 marketing, distribution, provision, public performance, offering for license, license,  
8 offering for rental, rental, offer for sale and/or selling within this judicial district and  
9 elsewhere of certain unauthorized goods and/or services by such third parties and  
10 other Defendants featuring or otherwise utilizing the Work, or unauthorized  
11 derivative works thereof, and have induced, caused and materially contributed to,  
12 and continue to induce, cause and materially contribute to, the infringing conduct by  
13 such third parties and other Defendants. The unauthorized goods and/or services  
14 which have been and/or are being produced, manufactured, imported, exported,  
15 advertised, displayed, promoted, marketed, distributed, provided, publicly  
16 performed, offered for license, licensed, offered for rental, rented offered for sale  
17 and/or sold by, for or on behalf of the Defendants, or any of them, and/or  
18 Defendants' respective promotional activities with respect thereto, utilize  
19 simulations and unauthorized copies and/or depictions of the Work and/or constitute  
20 unauthorized "derivative works" within the purview of 17 U.S.C section 101 and  
21 106.

22 32. The participation in or otherwise knowing contribution by Defendants to  
23 the production or manufacture of such infringing goods and/or services is an  
24 unauthorized reproduction of Plaintiff's copyrighted work by Defendants in  
25 violation of 17 U.S.C. Section 106(1), and /or the unauthorized preparation of  
26 derivative works violating 17 U.S.C. Section 106(2). The participation in or  
27 otherwise knowing contribution by Defendants to the marketing of such infringing  
28

1 goods and/or services by Defendants is an unauthorized distribution of copies of  
2 Plaintiff's copyrighted work violating 17 U.S.C Section 106(3). The participation in  
3 or otherwise knowing contribution by Defendants to the advertising and/or display  
4 of such infringing goods and/or services by Defendants is an unauthorized public  
5 display of Plaintiff's copyrighted work violating 17 U.S.C. Section 106(5).

6 33. The manufacture, importation, exportation, advertisement, display,  
7 promotion, marketing, distribution, provision, public performance, offer for license,  
8 license, offer for rental, rental, offer for sale and/or sale of the unauthorized and  
9 infringing goods and/or services by Defendants is without any permission, license or  
10 authorization from Plaintiff.

11 34. Plaintiff has no adequate remedy at law and has suffered, and is continuing  
12 to suffer, irreparable harm and damage as a result of the aforesaid acts of  
13 contributory infringement. Defendants are each liable in amounts within the  
14 jurisdiction of this Court.

15 35. Plaintiff is informed and believes and upon that basis alleges, that the  
16 aforesaid contributory infringement by Defendants of the Work was and continues  
17 to be with the knowledge that the Work is copyrighted, and that Defendants, and  
18 each of them, in doing the acts complained of herein, have willfully infringed  
19 Plaintiff's rights under the Copyright Laws of the United States, 17 U.S.C. Section  
20 101 et seq.

21 36. Plaintiff is informed and believes, and upon that basis alleges, that  
22 Defendants have each obtained gains, profits and advantages as a result of their  
23 respective wrongful acts in amounts within the jurisdiction of this Court.

24 37. Plaintiff is informed and believes, and on that basis alleges, that it has  
25 suffered, and continues to suffer, direct and actual damages as a result of  
26 Defendants' wrongful conduct as alleged herein, in amounts within the jurisdiction  
27 of this Court. In order to determine the full extent of such damages, including such  
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1 profits as may be recoverable under 17 U.S.C. Section 504, Plaintiff will require an  
2 accounting from each defendant of all monies generated from the manufacture,  
3 production, importation, exportation, distribution, provision, public performance,  
4 licensing, rental and/or sale of infringing goods and/or services as alleged herein.

5 38. In the alternative, Plaintiff may potentially elect to recover statutory  
6 damages pursuant to 17 U.S.C. Section 504(c). Defendants have each violation the  
7 copyright of Plaintiff, as set forth above. Plaintiff is informed and believes, and on  
8 that basis alleges, that Defendants have each contributorily infringed the Work, a  
9 federally registered work. Plaintiff is informed and believes, and on that basis  
10 alleges, that Defendants, and each of them, may be liable for statutory damages to  
11 Plaintiff pursuant to 17 U.S.C Section 504(c). Furthermore, Plaintiff is informed  
12 and believes, and upon that basis alleges, that each defendant's acts as described  
13 above are in willful violation of Plaintiff's rights, and statutory damages against  
14 each such willfully infringing defendant in the Court's discretion up to the amount  
15 of \$150,000 for the contributory infringement of the Work should be assessed by the  
16 Court pursuant to 17 U.S.C Section 504(c)(2).

17 39. Plaintiff is informed and believes, and on that basis alleges, that unless  
18 enjoined by the Court, the unlawful infringement by Defendants will continue with  
19 irreparable harm and damage to Plaintiff. Accordingly, Plaintiff seeks preliminary  
20 and permanent injunctive relief pursuant to 17 U.S.C. Section 502.

21 40. By reason of the foregoing, Plaintiff has incurred, and will continue to  
22 incur, attorneys' fees and other costs in connection with the prosecution of the  
23 claims herein, which attorneys' fees and costs Plaintiff may depending upon the  
24 circumstances be entitled to recover from Defendants, and each of them, herein.

### 25 **THIRD CAUSE OF ACTION**

#### 26 **(Unfair Competition Against All Defendants)**

27 41. Plaintiff incorporates herein by reference the allegations in paragraphs 1  
28

1 through 39 above.

2 42. Defendants have committed unlawful, unfair, and deceptive acts, and have  
3 engaged in unfair competition and unfair business practices, in violation of  
4 California Business and Professions Code sections 17200 *et seq.* Plaintiff is  
5 informed and believes, and based thereon alleges, that Defendants, in doing the  
6 things herein alleged, have misled or substantially confused the public that they are  
7 the owners of the copyright in the Work.

8 43. Unless and until enjoined and restrained by Order of this Court,  
9 Defendants' continued actions will cause Plaintiff irreparable injury which cannot  
10 adequately be compensated by money damages. By reason of the foregoing,  
11 Plaintiff is entitled to a temporary restraining order and preliminary and permanent  
12 injunction prohibiting Defendants from distributing or exploiting the Work.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff requests judgment against Defendants as follows:

15 1. Defendants, their officers, agents, servants, employees, representatives,  
16 and attorneys, and all person in active concert or participation with them, be  
17 preliminarily and permanently enjoined from designing, copying, reproducing,  
18 displaying, promoting, advertising, distributing, or selling, or any other form of  
19 dealing or transaction in, any and all product and services that infringe,  
20 contributorily infringe, or vicariously infringe upon Plaintiff's rights in the  
21 copyright of the Work.

22 2. A seizure order be entered directing the U.S. Marshall to seize and  
23 impound all items possessed, owned or under the control of Defendants, their  
24 officers, agents, servants, employees, representatives and attorneys, franchisees, and  
25 all persons in active concert or participation with them (including purchasers of  
26 infringing product from Defendant), which infringe upon Plaintiff's rights in the  
27 copyright of the Work.

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1           3. Defendants be held liable to Plaintiff for actual damages and  
2 disgorgement of all profits derived by Defendants from their acts of copyright  
3 infringement pursuant to 17 U.S.C. §§ 504, including general, special, and  
4 incidental damages against Defendants in an amount to be proven at trial.

5           4. For statutory damages against each of the Defendants in the amount of  
6 up to \$30,000, or \$150,000 if such acts of infringement are found to be willful, if  
7 statutory damages are recoverable under the circumstances and such amounts are  
8 greater than the amount of item (3) above.

9           5. Defendants be ordered to account to Plaintiff in a manner sufficient to  
10 reflect any and all revenues generated from the exploitation or distribution of the  
11 Work in any form.

12           6. That Plaintiff have and recover its costs and disbursements incurred in  
13 this action, including an award of reasonable attorneys' fees.

14           7. That Plaintiff have and recover prejudgment interest on all profits and  
15 damages awarded by this Court.

16           8. That the Court retain jurisdiction of this action for the purpose of  
17 enabling Plaintiff to apply to the Court at any time for such further orders and  
18 directions as may be necessary or appropriate for the interpretation or execution of  
19 any order entered in this action, for the modification of any such order, for the  
20 enforcement of compliance therewith and for the punishment of any violations  
21 thereof.

22           9. That Plaintiff be awarded any such other and further relief as the Court  
23 may deem just and appropriate, including all relief available due to Defendants'  
24 willful infringement.

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**REQUEST FOR JURY TRIAL**

Plaintiff hereby requests a trial by jury on all issues so triable.

Dated: November 23, 2010

Respectfully Submitted,

By: \_\_\_\_\_

David Shraga  
KAWAHITO & SHRAGA LLP  
Attorneys for Plaintiff  
The Konigsberg Company

142635549



0, 2002. After  
office Website  
bill (202) 707-

# FORM PA

For a Work of the Performing Arts  
UNITED STATES COPYRIGHT OFFICE

PAu2-860-060



EFFECTIVE DATE OF REGISTRATION

Month 8 Day 27 Year 04

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

**1**

TITLE OF THIS WORK ▼

Retrograde

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

Motion Picture

**2**

NAME OF AUTHOR ▼

a The Carousel Picture Company S.A

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 ▶

Domiciled in ▶ Luxembourg

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No

Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Entire Work Briefly describe nature of material created by this author in which copyright is claimed. ▼

## 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 (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR ▼

b Time Studio Limited

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 ▶

Domiciled in ▶ United Kingdom

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No

Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Entire Work Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

c Gruppo Minerva Intl. SRL

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 ▶

Domiciled in ▶ Italy

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No

Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Entire Work Briefly describe nature of material created by this author in which copyright is claimed. ▼

**3**

a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

2004

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 ▶

Day ▶

Year ▶

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. ▼

The Carousel Picture Company S.A.  
8228 Sunset Blvd. Los Angeles, CA 90046

TRANSFER If 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. ▼

DO NOT WRITE HERE OFFICE USE ONLY

APPLICATION RECEIVED  
AUG 27 2004

ONE DEPOSIT RECEIVED  
AUG 27 2004

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK ▶ • Complete all applicable spaces (numbers 5-8) 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

EXAMINED BY SPD

FORM PA

CHECKED BY

CORRESPONDENCE  
Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

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

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼ If your answer is "no," go to space 7.

a.  This is the first published edition of a work previously registered in unpublished form.

b.  This is the first application submitted by this author as copyright claimant.

c.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

5

**DERIVATIVE WORK OR COMPILATION** Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.  
Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

Screenplay entitled "Retrograde" by Tom Reeve and Gianluca Curti

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

Motion Picture, including audio, visual and other cinematographic material

a 6  
See instructions  
before completing  
this space.

b

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.  
Name ▼ Account Number ▼

a 7

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼  
Same as Space 9

b

Area code and daytime telephone number ▶ ( )

Fax number ▶ ( 310 ) 205-9547

Email ▶

**CERTIFICATION\*** I, the undersigned, hereby certify that I am the

Check only one ▶

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of The Carousel Picture Company S.A

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

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Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Elias Axume-Mobius International

Date ▶ Aug. 24, 2004

Handwritten signature (X) ▼

Certificate will be mailed in window envelope to this address:

Name ▼  
Elias Axume-Mobius International

Number/Street/Apt ▼  
5890 W. Jefferson Blvd.

City/State/ZIP ▼  
Los Angeles, CA 90016

- Complete all necessary spaces
- Sign your application in space 8

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