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

FILED

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

15 **CV12-06651 MWF (FMox)**

16 RIMOWA GmbH, a German
 17 corporation,
 18 Plaintiff,
 19 v.
 20 MARVEL ENTERTAINMENT LLC, a
 Delaware limited liability company, and
 21 BUENA VISTA HOME ENTERTAIN-
 22 MENT, INC., a California corporation.
 23 Defendant.

CASE No.
COMPLAINT FOR:

1. TRADEMARK INFRINGEMENT [15 U.S.C. §1114(1)];
2. FALSE DESIGNATION OF ORIGIN [15 U.S.C. §1125(a)];
3. TRADEMARK DILUTION [15 U.S.C. §1125(c)];
4. COMMON LAW TRADEMARK INFRINGEMENT;
5. CALIFORNIA COMMON LAW UNFAIR COMPETITION;
6. ACCOUNTING;
7. CONSTRUCTIVE TRUST

DEMAND FOR JURY TRIAL
IF.R.Civ.P. 38f

1 Plaintiff RIMOWA, GmbH ("Rimowa" or "Plaintiff") complains against
2 Defendants MARVEL ENTERTAINMENT LLC ("Marvel") and BUENA VISTA
3 HOME ENTERTAINMENT, INC. ("Buena Vista") (collectively "Defendants") as
4 follows:

5 **NATURE OF THE ACTION**

6 1. This is an action for trademark infringement, trademark dilution, and
7 unfair competition. Plaintiff is a high-end manufacturer of luxury travel cases and
8 briefcases which are renowned for their superior quality and workmanship. All of
9 Plaintiff's cases have a singular design feature: parallel, evenly-spaced horizontal
10 bands that run across and around each of the cases. This design element is highly
11 distinctive, and has been granted trademark registration by the United States Patent
12 and Trademark Office.

13 2. Plaintiff's products have acquired a well-deserved reputation for being
14 impervious to the elements and being virtually indestructible. Because they are also
15 instantly recognizable by reason of their singular ribbed design, Plaintiff's products
16 have become some of the preferred carrying cases for a wide array of motion picture
17 heroes and villains, and have been featured in such movies as *Girl With The Dragon*
18 *Tattoo*, *Transformers*, *Ocean's 11*, and *Mission Impossible 3 and 4*.

19 3. One of Rimowa's briefcases – the *Topas* attaché case – was also the
20 carrying case of choice for the character "Nick Fury," portrayed by Samuel L.
21 Jackson in Marvel's recent blockbuster motion picture *The Avengers*. The *Topas*
22 attaché was the repository for Nick Fury's dossiers on the various super-heroes who
23 ultimately constituted the Avengers team. Marvel obtained genuine Rimowa *Topas*
24 cases for use in *The Avengers* motion picture; however, Marvel did not obtain any
25 license or authorization from Rimowa to make replica copies of the cases for any
26 purpose.

27 4. Defendants are currently marketing and advertising a product called the
28 *Marvel Cinematic Universe: Phase One – Avengers Assembled Box Set* for shipment

1 starting September 25, 2012. According to Marvel's marketing materials, the
2 product consists of Blu-Ray versions of *The Avengers* and several other Marvel
3 super-hero motion pictures; bonus discs containing various additional materials; and
4 art, prop reproductions and artifacts from the motion picture, all packaged in "an
5 exclusive replica of Nick Fury's iconic briefcase." Images of the replica briefcase
6 on Marvel's advertising materials, and fan video from Marvel's product display at
7 this year's ComicCon convention, show the plastic "replica case" to be a close copy
8 of Rimowa's *Topas* attaché case in every respect but quality – from the proportions
9 and coloring, to the style of the handle and latches, and, of course, in the use of the
10 trademarked parallel ridges around the body of the case.

11 5. Defendants' actions in manufacturing, marketing, and distributing
12 unauthorized and inferior plastic copies of Plaintiff's distinctive attaché case,
13 including the trademarked ridged design, constitute trademark infringement,
14 trademark dilution, and unfair competition. Accordingly, Plaintiff brings this action
15 to enjoin Defendants from further infringement of Plaintiff's Mark, to enjoin them
16 from further unfair competition, and to obtain damages and other redress for
17 Defendants' wrongful acts. Plaintiff demands a trial by jury.

18 JURISDICTION AND VENUE

19 6. This Court has subject matter jurisdiction over the federal claims in this
20 action pursuant to Section 39 of the Lanham Act, 15 U.S.C. § 1121, and 28 U.S.C.
21 §§ 1331 and 1338(a). This Court has ancillary subject matter jurisdiction over
22 Plaintiff's state law claims under the principles of pendent jurisdiction and pursuant
23 to 28 U.S.C. Section 1367(a). These state-law claims form part of the same case or
24 controversy, and derive from a common nucleus of operative facts.

25 7. Venue is proper in this Court pursuant to 28 U.S.C. Section 1391(b)
26 and 1391(c), as this is a judicial district in which a substantial part of the events
27 giving rise to the claims asserted herein arose, and in which a substantial part of the
28 injury to Plaintiff took place and continues to take place.

THE PARTIES

1
2 8. Plaintiff is a German corporation with its principal place of business in
3 Cologne, Germany. At all relevant times, Rimowa has been in the business of
4 manufacturing and distributing luggage, camera cases, traveling cases, suitcases,
5 trucks and briefcases. Rimowa advertises, promotes, sells and distributes its
6 products in interstate and international commerce, including in the State of
7 California.

8 9. Plaintiff is informed and believes, and on that basis alleges, that Marvel
9 is a limited liability company formed under the laws of the State of Delaware, with
10 its principal place of business in New York, New York. Plaintiff is informed and
11 believes, and on that basis alleges, that at all relevant times Marvel has been in the
12 business of, among other things, producing and distributing motion pictures and
13 other filmed entertainment, and in creating, manufacturing, and distributing items of
14 merchandise related to its film and entertainment properties. Plaintiff is informed
15 and believes, and on that basis alleges, that Marvel advertises, promotes, sells and
16 distributes its products in interstate and international commerce, including in the
17 State of California.

18 10. Plaintiff is informed and believes, and on that basis alleges, that Buena
19 Vista is a corporation formed under the laws of the State of California, with its
20 principal place of business in Los Angeles County, California. Plaintiff is informed
21 and believes, and on that basis alleges, that at all relevant times Buena Vista has
22 been in the business of, among other things, distributing home entertainment
23 versions of motion pictures, including Marvel's motion pictures, and is and will be
24 the distributor of the *Marvel Cinematic Universe: Phase One – Avengers Assembled*
25 *Box Set* at issue in this action. Plaintiff is informed and believes, and on that basis
26 alleges, that Buena Vista advertises, promotes, sells and distributes its products in
27 interstate and international commerce, including in the State of California.
28

1 **FACTS AND ALLEGATIONS COMMON TO ALL CLAIMS**

2 **Plaintiff's Mark**

3 11. Rimowa is a leading luggage manufacturer; it has been in business
4 since 1898, and has been distributing and selling its products in the United States
5 since at least 1985. Rimowa manufactures high-end luggage, briefcases, and camera
6 cases that are sold in its company showrooms and through independent luxury
7 retailers throughout the world. These cases are manufactured in limited quantities,
8 and are renowned for their superior materials and quality craftsmanship.

9 12. Rimowa products have a signature design element, which is easily
10 recognizable and distinguishes them from all other luggage products, consisting of
11 mutually parallel, uniformly distributed, and closely-spaced ribs extending from an
12 outer surface of a suitcase in a three-dimensional manner. This design feature –
13 which has been present on Rimowa cases since at least as early as 1950 – is highly
14 distinctive, and has been granted registration by the United States Patent and
15 Trademark Office (Reg. Nos. 2,583,912 and 3,949,886) (the "Mark"). The Mark
16 was registered on June 18, 2002 on the Supplemental Register (Reg. No. 2,583,912),
17 and on April 26, 2011 on the Principal Register (Reg. No. 3,949,886), in
18 International Classes 9 and 18. True and correct copies of the registration
19 certificates for the Mark are attached hereto collectively as Exhibit A.

20 13. The Mark is inherently distinctive, protectable, and non-functional.
21 Since at least 1985 in the United States, Rimowa has used the Mark to identify its
22 various products, and to distinguish them from those sold by others. The Mark has
23 appeared prominently on Rimowa's products and in trade literature and advertising
24 materials. Rimowa has expended significant time, money and effort to establish
25 public recognition of the Mark, which it has used in promoting the sale of its
26 products throughout the United States and the world, so that the public associates
27 the Mark with Rimowa and its reputation for workmanship, quality and durability.
28 Rimowa has also diligently and consistently policed its rights in the Mark. As a

1 result of these efforts, Rimowa has established substantial consumer recognition of
2 the Mark, and the Mark has acquired a secondary meaning. Rimowa has built up
3 and now has valuable goodwill connected with the Mark, and considers the Mark
4 among its most important and valuable assets.

5 **Use of Plaintiff's Product in the Motion Picture**

6 14. Rimowa is represented by the marketing and product placement
7 company PRO.P.AG.AND.A G.E.M ("Propaganda") for purposes of showcasing its
8 products in motion pictures, television programs, music videos and gaming.
9 Propaganda has offices in, among other places, Culver City, California.

10 15. Plaintiff is informed and believes, and on that basis alleges, that Marvel
11 Easter Productions, LLC ("MEP") is an affiliate of Marvel and Buena Vista, and
12 was the entity set up by Marvel for the purpose of producing *The Avengers*.
13 Plaintiff is informed and believes, and on that basis alleges, that MEP's principal
14 place of business is in Manhattan Beach, California.

15 16. In or about February, 2011, MEP contacted Propaganda's offices in
16 Culver City, California, seeking Rimowa cases for use in the production of *The*
17 *Avengers*. At that time, MEP advised Propaganda that it already had, and was
18 intending to use, a Rimowa *Topas* attaché case in that motion picture, but needed
19 additional Rimowa cases for backup and other purposes in the production.

20 17. Accordingly, on or about February 18, 2011, Propaganda provided
21 MEP with four Rimowa cases, including two *Topas* attaché cases, to use in the
22 production of *The Avengers*. The terms and conditions pursuant to which the
23 Rimowa cases were provided to MEP were set forth in a written Delivery Form, a
24 true and correct copy of which is attached hereto as Exhibit B. Those terms and
25 conditions required MEP to keep the cases in good condition during the time they
26 remained in MEP's possession, and to return them to Propaganda upon the
27 completion of the motion picture; they did not provide MEP, Marvel, Buena Vista,
28 or any other party with a license or other authorization to make replica copies of the

1 Rimowa cases for any purpose. MEP returned the Rimowa cases to Propaganda on
2 or about September 15, 2011, as indicated on the Delivery Form.

3 18. Plaintiff is informed and believes, and on that basis alleges, that MEP
4 and/or Marvel did, in fact, use Rimowa cases – and at least the Rimowa *Topas*
5 attaché case – in *The Avengers* motion picture, and that the character "Nick Fury,"
6 portrayed by Samuel L. Jackson, uses an actual Rimowa *Topas* attaché case in
7 various scenes in the picture. Plaintiff has no complaint about the use or depiction
8 of the Rimowa cases in the motion picture.

9 **Defendants' Unauthorized Use of Plaintiff's Mark**

10 19. Plaintiff is informed and believes, and on that basis alleges, that
11 notwithstanding the fact that Defendants did not obtain a license or other
12 authorization from Rimowa to copy Rimowa's distinctive cases, Defendants are
13 nonetheless currently marketing and advertising a product – the *Marvel Cinematic*
14 *Universe: Phase One – Avengers Assembled Box Set* – which contains various
15 Marvel super-hero related materials packaged in a plastic replica of Rimowa's *Topas*
16 attaché case.

17 20. Images of the replica briefcase on Marvel's advertising materials, and
18 fan video from Marvel's product display at this year's ComicCon convention, show
19 the plastic "replica case" to be a close copy of Rimowa's *Topas* attaché case. And
20 there is no question that the product packaging is meant to be a copy of the Rimowa
21 case: According to the product description on Amazon.com, the case is "an
22 exclusive replica of Nick Fury's iconic briefcase."

23 21. Defendants' actions in manufacturing, marketing, and distributing,
24 without a license, unauthorized and inferior plastic copies of Plaintiff's distinctive
25 *Topas* attaché case, including the trademarked ridged design, constitute trademark
26 infringement, trademark dilution, and unfair competition. Accordingly, Plaintiff
27 brings this action to enjoin Defendants from further infringement of Plaintiff's
28

1 Mark, to enjoin them from further unfair competition, and to obtain damages and
2 other redress for Defendants' wrongful acts.

3 **CLAIM I**
4 **TRADEMARK INFRINGEMENT**
5 **[15 U.S.C. § 1114(1)]**

6 22. Plaintiff re-alleges and incorporates herein by this reference each
7 allegation set forth in Paragraphs 1 through 21, above.

8 23. Plaintiff has used the Mark since at least as early as 1950 – and since at
9 least as early as 1985 in the United States – and has used it in interstate commerce
10 continuously since that time in connection with the promotion, distribution and sale
11 of high quality luxury suitcases, camera cases, briefcases and travelling cases.

12 24. The Mark was granted registration by the United States Patent and
13 Trademark Office on June 18, 2002 on the Supplemental Register and on April 26,
14 2011 on the Principal Register, in International Classes 9 and 18.

15 25. The Mark is used on a variety of commercial products purchased and
16 promotional materials disseminated throughout the country.

17 26. Defendants have copied or colorably imitated the Mark, and have used
18 it on products and advertisements intended to be used in commerce in connection
19 with the sale, offering for sale, distribution, or advertising of Defendants' goods,
20 which is likely to cause to confusion, cause mistake, or deceive, in violation of 15
21 U.S.C. § 1114(1). Plaintiff is informed and believes, and thereon alleges, that
22 Defendants have committed these acts with knowledge that they would cause
23 confusion, cause mistake, or deceive, and with the intent to do so.

24 27. Plaintiff is informed and believes, and thereon alleges, that as a
25 proximate result of Defendants' wrongful conduct as herein alleged, Defendants
26 have made substantial profits and Plaintiff has sustained substantial damage, each in
27 amounts to be proven at trial. Plaintiff is entitled to recover all of Defendants'
28 profits, plus an amount equal to three times its actual damages, plus the costs of this

1 action (including reasonable attorneys' fees), pursuant to 15 U.S.C. § 1117(a).

2 28. Plaintiff has no adequate remedy at law and, unless Defendants are
3 permanently enjoined from unlawfully using the Mark, Plaintiff will continue to
4 suffer irreparable harm as a result of Defendants' conduct as herein alleged.

5 **CLAIM II**

6 **FALSE DESIGNATION OF ORIGIN**

7 **[15 U.S.C. § 1125(a)]**

8 29. Plaintiff re-alleges and incorporates herein by this reference each
9 allegation set forth in Paragraphs 1 through 28, above.

10 30. Defendants' use of the Mark is likely to cause confusion, cause mistake,
11 or deceive as to the origin, sponsorship, or approval of Defendants' product by
12 Plaintiff, in violation of 15 U.S.C. § 1125(a)(1)(A).

13 31. Plaintiff is informed and believes, and on that basis alleges, that, as a
14 proximate result of Defendants' wrongful conduct as herein alleged, Defendants
15 have and will make substantial profits and Plaintiff has and will sustain substantial
16 damage, each in amounts to be proven at trial. Plaintiff is entitled to recover all of
17 Defendants' profits, plus an amount equal to three times its actual damages, plus the
18 costs of this action (including reasonable attorneys' fees), pursuant to 15 U.S.C. §
19 1117(a).

20 32. Defendants' unauthorized and infringing use of the Mark has been and
21 is likely to cause confusion and mistake in the minds of the relevant public and to
22 deceive them as to the origin, authorization, or sponsorship of Defendants' goods,
23 and to cause consumers to erroneously believe that Plaintiff has produced,
24 participated in, approved and/or endorsed Defendants' goods and/or the use of the
25 Mark in or on the goods.

26 33. Defendants' unlawful use of the Mark will irreparably harm Plaintiff, in
27 that Defendant is offering inferior quality goods under a mark which is identical or
28 confusingly similar to Plaintiff's Mark, thus leaving customers and consumers to

1 believe, erroneously, that Defendants' inferior goods are in fact manufactured, sold,
2 sponsored or endorsed by Plaintiff.

3 34. Plaintiff has no adequate remedy at law, and, unless Defendants are
4 enjoined from unlawfully using the Mark, Plaintiff will continue to suffer
5 irreparable harm as a result of Defendants' conduct as herein alleged.

6 **CLAIM III**

7 **DILUTION OF TRADEMARK**

8 **[15 U.S.C. § 1125(c)]**

9 35. Plaintiff alleges and incorporates by reference each allegation set forth
10 in Paragraphs 1 through 34, above.

11 36. Plaintiff's Mark is distinctive and famous within the meaning of 15
12 U.S.C. §1125(c). Through Defendants' unauthorized use of the Mark as alleged
13 herein, Defendants have caused, and are likely to continue to cause, dilution of the
14 distinctive quality of the Mark in violation of 15 U.S.C. §1125(c).

15 37. Defendants' conduct is intended to trade upon Plaintiff's reputation, and
16 is likely to tarnish or injure Plaintiff's business reputation.

17 38. Defendants' use of the Mark has caused and will continue to cause
18 irreparable and continuing harm to Plaintiff in the diminution of its value and
19 goodwill, and in its impairment to serve as a designation of source. Plaintiff has no
20 adequate remedy at law and, unless Defendants are enjoined from unlawfully using
21 the Mark, Plaintiff will continue to suffer irreparable harm as a result of Defendants'
22 conduct as herein alleged.

23 39. Plaintiff is informed and believes, and on that basis alleges, that
24 Defendants willfully intended to trade on Plaintiff's reputation. Accordingly,
25 Plaintiff is entitled to recover all of Defendants' profits, plus an amount equal to
26 three times its actual damages, plus the costs of this action (including reasonable
27 attorneys' fees), pursuant to 15 U.S.C. §1117(a).

28

1 CLAIM IV

2 **COMMON LAW TRADEMARK INFRINGEMENT**

3 40. Plaintiff re-alleges and incorporates herein by this reference each
4 allegation set forth in Paragraphs 1 through 39, above.

5 41. Plaintiff has acquired common law trademark rights in the Mark in
6 connection with, among other things, the production, promotion, sale and
7 distribution of camera cases, suitcases, travelling cases and briefcases.

8 42. The actions of Defendants as alleged herein are likely to create
9 confusion, mistake and deception of consumers into believing that Defendants'
10 infringing and unauthorized use of the Mark is authorized, licensed, or sponsored
11 by, or otherwise associated with Plaintiff's common law trademark rights in the
12 Mark.

13 43. Plaintiff is informed and believes, and thereon alleges, that in doing the
14 acts herein alleged, Defendants acted maliciously, fraudulently, oppressively, and in
15 bad faith, with an intent to injure Plaintiff.

16 44. The foregoing actions of Defendants constitute infringement of
17 Plaintiff's trademarks in violation of federal common law and the common law of
18 the State of California.

19 45. Plaintiff is informed and believes, and thereon alleges, that as a
20 proximate result of Defendants' wrongful conduct as herein alleged, Plaintiff has
21 sustained substantial damage in amount to be proven at trial.

22 46. Plaintiff is informed and believes, and thereon alleges, that Defendants
23 have engaged in the malicious, fraudulent and oppressive conduct herein alleged
24 with a willful and conscious disregard for the rights of Plaintiff. Plaintiff is
25 informed and believes, and thereon alleges, that the unlawful conduct herein alleged
26 on the part of each Defendant was authorized, ratified, or carried on by one or more
27 of its respective officers, directors, or managing agents. As a result of such
28 malicious, fraudulent, or oppressive conduct on the part of Defendants, Plaintiff is

1 entitled to recover punitive or exemplary damages from them pursuant to Section
2 3294 of the California Civil Code in an amount to be proven at trial.

3 47. Plaintiff has no adequate remedy at law, and, unless Defendants are
4 enjoined from unlawfully using the Mark, Plaintiff will continue to suffer
5 irreparable harm as a result of Defendants' conduct as herein alleged.

6 **CLAIM V**

7 **CALIFORNIA COMMON LAW UNFAIR COMPETITION**

8 48. Plaintiff re-alleges and incorporates herein by this reference each
9 allegation set forth in Paragraphs 1 through 47, above.

10 49. Defendants' conduct herein alleged constitutes unfair competition in
11 violation of the common law of the State of California.

12 50. Plaintiff is informed and believes, and thereon alleges, that as a
13 proximate result of Defendants' wrongful conduct as herein alleged, Defendants
14 have or will make substantial profits and Plaintiff has or will sustain substantial
15 damage, each in amounts to be proven at trial.

16 51. Plaintiff has no adequate remedy at law and, unless Defendants are
17 enjoined from unlawfully using the Mark, Plaintiff will continue to suffer
18 irreparable harm as a result of Defendants' conduct as herein alleged.

19 52. Plaintiff is informed and believes, and thereon alleges, that in doing the
20 acts herein alleged, Defendants acted maliciously, fraudulently, oppressively, and in
21 bad faith, with an intent to injure Plaintiff. Plaintiff is informed and believes, and
22 thereon alleges, that the unlawful conduct herein alleged on the part of each of the
23 Defendants was authorized, ratified, or carried on by one or more of its respective
24 officers, directors, or managing agents. Plaintiff is informed and believes, and
25 thereon alleges, that Defendants have engaged in the malicious, fraudulent and
26 oppressive conduct herein alleged with a willful and conscious disregard for the
27 rights of Plaintiff. As a result of such malicious, fraudulent, or oppressive conduct
28 on the part of Defendants, Plaintiff is entitled to recover punitive or exemplary

1 damages pursuant to Section 3294 of the California Civil Code in an amount to be
2 proven at trial.

3 **CLAIM VI**

4 **ACCOUNTING**

5 53. Plaintiff re-alleges and incorporates herein by this reference each
6 allegation set forth in Paragraphs 1 through 52, above.

7 54. An accounting is required to determine the amount of profits derived by
8 Defendants from their unlawful conduct.

9 **CLAIM VII**

10 **CONSTRUCTIVE TRUST**

11 55. Plaintiff re-alleges and incorporates herein by this reference each
12 allegation set forth in Paragraphs 1 through 54, above.

13 56. Plaintiff has no adequate remedy at law and has sustained irreparable
14 harm as a result of Defendants' unlawful conduct as herein alleged. Defendants hold
15 all ill-gotten gains from such unlawful conduct, in an amount to be proven at trial, in
16 constructive trust for the benefit of Plaintiff.

17 **DEMAND FOR JURY TRIAL**

18 57. Plaintiff hereby demands a trial by jury on the claims asserted herein.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of
21 them, as follows:

22 **On Claim I (Trademark Infringement):**

23 1. That Defendants be required to account for and pay over to Plaintiff all
24 profits derived from their unlawful conduct in an amount to be proven at trial;

25 2. For an award of three times Plaintiff's actual damages in an amount to be
26 proven at trial;

27 3. For an award, at Plaintiff's election, to recover statutory damages in lieu of
28 actual damages and profits pursuant to 15 U.S.C. §1117(c); and

1 4. For a preliminary and permanent injunction prohibiting Defendants, and
2 their officers, directors, agents, employees, representatives, parents, subsidiaries,
3 affiliates, successors, and assigns, from using the Mark in any manner in connection
4 with their promotion and/or sale of their goods and/or services.

5 **On Claim II (False Designation of Origin):**

6 1. That Defendants be required to account for and pay over to Plaintiff all
7 profits derived by them from their unlawful conduct in an amount to be proven at trial;

8 2. For an award of three times Plaintiff's actual damages in an amount to be
9 proven at trial; and

10 3. For a preliminary and permanent injunction prohibiting Defendants, and
11 their officers, directors, agents, employees, representatives, parents, subsidiaries,
12 affiliates, successors, and assigns, from using the Mark in any manner in connection
13 with their promotion and/or sale of their goods and/or services.

14 **On Claim III (Trademark Dilution):**

15 1. That Defendants be required to account for and pay over to Plaintiff all
16 profits derived by them from their unlawful conduct in an amount to be proven at trial;

17 2. For an award of three times Plaintiff's actual damages in an amount to be
18 proven at trial; and

19 3. For a preliminary and permanent injunction prohibiting Defendants, and
20 their officers, directors, agents, employees, representatives, parents, subsidiaries,
21 affiliates, successors, and assigns, from using the Mark in any manner in connection
22 with their promotion and/or sale of their goods and/or services.

23 **On Claim IV (Common Law Trademark Infringement):**

24 1. For compensatory damages in an amount to be proven at trial;

25 2. For punitive or exemplary damages in an amount to be proven at trial; and

26 3. For a preliminary and permanent injunction prohibiting Defendants, and
27 their officers, directors, agents, employees, representatives, parents, subsidiaries,
28

1 affiliates, successors, and assigns, from using the Mark in any manner in connection
2 with their promotion and/or sale of their goods and/or services.

3 **On Claim V (Common Law Unfair Competition):**

- 4 1. For compensatory damages in an amount to be proven at trial;
- 5 2. For punitive or exemplary damages in an amount to be proven at trial; and
- 6 3. For a preliminary and permanent injunction prohibiting Defendants, and
7 their officers, directors, agents, employees, representatives, parents, subsidiaries,
8 affiliates, successors, and assigns, from using the Mark in any manner in connection
9 with their promotion and/or sale of their goods and/or services.

10 **On Claim VI (Accounting):**

- 11 1. That Defendants be required to account for all profits derived by them
12 from their unlawful conduct.

13 **On Claim VII (Constructive Trust):**

- 14 1. That Defendants are holding, as constructive trustees for the benefit of
15 Plaintiff, all profits derived by Defendants from their unlawful conduct in an amount to
16 be proven at trial.

17 **On All Claims:**

- 18 1. For prejudgment interest in the maximum amount provided by law;
- 19 2. For costs of suit, including reasonable attorneys' fees where permitted by
20 statute; and
- 21 3. For such other or further relief as the Court deems just and proper.

22
23 DATED: August 1, 2012

WEINTRAUB TOBIN CHEDIAK
COLEMAN GRODIN


24
25
26 By: 
27 Anjani Mandavia
28 Attorneys for Plaintiff RIMOWA GmbH

EXHIBIT A

Int. Cls.: 9 and 18

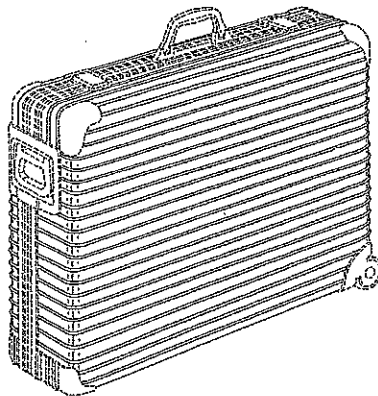
Prior U.S. Cls.: 1, 2, 3, 21, 22, 23, 26, 36, 38, and 41

United States Patent and Trademark Office

Reg. No. 2,583,912

Registered June 18, 2002

TRADEMARK
SUPPLEMENTAL REGISTER



RIMOWA KOFFERFABRIK GMBH (FED REP
GERMANY CORPORATION)
MATHIAS-BRUGGEN-STR. 118
D-50829 KOLN, FED REP GERMANY

FOR: CARRYING CASES FOR PHOTOGRAPHIC
EQUIPMENT, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36
AND 38).

FIRST USE 0-0-1950; IN COMMERCE 0-0-1985.

FOR: LUGGAGE, TRAVELLING CASES AND
SUITCASES, TRUNKS AND BRIEFCASES, IN
CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 0-0-1950; IN COMMERCE 0-0-1985.

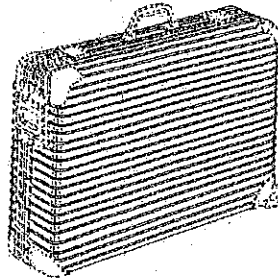
THE MARK CONSISTS OF A PIECE OF LUG-
GAGE HAVING PARALLEL SPACED RIBS. THE
MATTER SHOWN IN BROKEN LINES IS NOT PART
OF THE MARK AND SERVES TO SHOW THE
POSITION OF THE MARK ON THE GOODS.

SER. NO. 75-696,992, FILED P.R. 5-3-1999; AM. S.R.
5-31-2001.

DOUGLAS LEE, EXAMINING ATTORNEY

United States of America

United States Patent and Trademark Office



Reg. No. 3,949,886

Registered Apr. 26, 2011

Int. Cls.: 9 and 18

TRADEMARK

PRINCIPAL REGISTER

RIMOWA GMBH (FED REP GERMANY GESELLSCHAFT MIT BESCHRÄNKTER HAFTUNG (GMBH))

MATHIAS BRUGGEN STR. 118
KÖLN, FED REP GERMANY 50829

FOR: CARRYING CASES FOR PHOTOGRAPHIC EQUIPMENT, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 0-0-1950; IN COMMERCE 0-0-1985.

FOR: LUGGAGE, TRAVELING CASES AND SUITCASES, TRUNKS AND BRIEFCASES, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 0-0-1950; IN COMMERCE 0-0-1985.

OWNER OF FED REP GERMANY REG. NO. 39616159, DATED 12-16-1996, EXPIRES 12-16-2016.

OWNER OF U.S. REG. NO. 2,583,912.

THE MARK CONSISTS OF THE HORIZONTAL BANDS THAT RUN ACROSS AND AROUND THE OWNER'S LUGGAGE PRODUCTS. THE OWNER CLAIMS ONLY THESE HORIZONTAL BANDS AS THE MARK.

SEC. 2(F).

SER. NO. 77-944,738, FILED 2-25-2010.

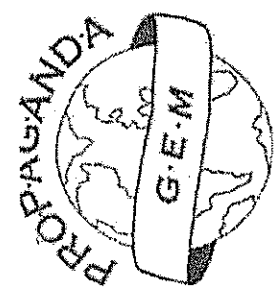
ALEXANDER L. POWERS, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

EXHIBIT B



Delivery Date :
 Estimated Return Date :
 Contact : Rick Chavez
 Title : Asst Prop Master
 Tel # : 818.212.3346
 Fax # :
 Mobile # :
 Email :

THE AVENGERS
 Project Title
 Marvel Eastern Productions, LLC
 Production Company
 1600 Rosecrans Ave.
 Manhattan Beach, CA 90266
 Address

CLIENT RIMOWA

QUANTITY	MODEL / DESCRIPTION	SERIAL #, ARTICLE	REPLACEMENT VALUES	RETURNED
1	928.54 Topas Boardcase	01100000	800	REN 9/15/11
1	928.54 Topas Boardcase	01700001	800	REN 9/15/11
1	928.50 Pilot Trolley	01900198	950	REN 9/15/11
1	924.38 Beauty Case	20010480	410	REN 9/15/11
TOTAL US \$:			2960	

I have read and agree to all the terms and conditions on the back of this form, and I am authorized to bind the Production Company to those terms and conditions

RECEIVED BY : HANNAH HUNKEL SIGNATURE : *Hannah Hunkel*

TITLE : PRODUCTION COORDINATOR APPROVED BY :

27 Rue Voltaire
 1201 Geneva - Switzerland
 Tel: (41.22) 339 90 80
 Fax: (41.22) 339 90 89

DELIVERY FORM

11264 Playa Court
 Culver City, CA 90230- USA
 Tel: (310) 397-2360
 Fax: (310) 397-2310

CONTACT @ PROPAGANDA : Kelly Sorensen
 ORDER INSPECTED BY : *[Signature]* 2/18/11

PRODUCTION COMPANY AGREES TO THE FOLLOWING WITH RESPECT TO THE PROMOTIONAL PRODUCTS (THE "PRODUCT(S)") DESCRIBED ON THE OPPOSITE SIDE OF THIS FORM.

1. While the product(s) is in the Production Company's possession, the Production Company will, at the Production Company's expense, keep the product(s) in good working order, condition and repair. Repairs, parts and servicing as are necessary must be obtained at an authorized dealership that sells and services the type of product covered by this Agreement. The Production Company will return each article to Propaganda (or to PROPAGANDA's Client, if Propaganda so directs the Production Company in writing) in as good order and condition as when delivered to the Production Company. Any existing damage on returned goods not so noted will be deemed the responsibility of the Production Company.
2. If any Product(s) delivered to the Production Company is lost, damaged, or destroyed prior to return to PROPAGANDA, or to PROPAGANDA's Client, The Production Company will promptly pay to PROPAGANDA the full replacement value. The Production Company shall keep a record of all damage and repairs to the Product(s). The record of damage and repairs shall be provided to PROPAGANDA when the Product(s) is returned to PROPAGANDA or to PROPAGANDA's Client.
3. The Production Company shall agree to indemnify, hold harmless and defend PROPAGANDA with counsel acceptable to PROPAGANDA from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with or resulting from the lease of any Product(s) provided by PROPAGANDA, however. Production Company shall have no obligation to indemnify and hold harmless PROPAGANDA of PROPAGANDA's sole negligence.
4. The Production Company shall, at it's own cost and expense, secure and maintain:
 - a) All Risk Property Insurance providing Replacement Cost cover on Product(s) delivered to Production Company by PROPAGANDA, and PROPAGANDA shall be added as Loss Payee relative to such Product(s);
 - b) Commercial General Liability Insurance in an amount of no less than \$1,000,000.00 limit for each occurrence for bodily injury and/or Property Damage and Personal Injury. PROPAGANDA shall be added as an additional insured as respects Production Company's use of any Product(s) delivered to Production Company's use of any of the Product(s) delivered to Production Company by PROPAGANDA.
5. Each of the above insurance policies shall be endorsed to provide for a thirty (30) days prior written notice to PROPAGANDA of a cancellation or material change. Each policy must further stipulate that the coverage's provided are primary and non-contributory with any insurance maintained by PROPAGANDA. It is agreed that Production Company's insurance shall commence at the time the Product(s) leave PROPAGANDA premises and shall remain in full force and effect until the equipment is returned to PROPAGANDA's premises, unless it is stipulated that the Product(s) is to be returned to a specific location other than PROPAGANDA's premises, in which case, the insurance shall cease upon return of the Product(s) leaving PROPAGANDA's premises, unless prior consent to the contrary has been granted in writing.
6. The Product Company agrees to use, refer to and depict the "Product(s)" in a manner consistent with the product's designated and intended use as defined and advertised by PROPAGANDA's Client. The Production Company will not materially alter the Product(s) or depict the Product(s) in any scene, sequence or situation, which is not deemed acceptable to PROPAGANDA's Client. If the Production Company does alter the appearance or trademark of the Product(s), PROPAGANDA reserves the right to bill the Production Company at prevailing rental rates. All Product(s) is to be returned to PROPAGANDA (or at PROPAGANDA's direction, to PROPAGANDA's Client) upon completion of production.
7. The Production Company shall pay fines, taxes assessments, shipping charges, brokerage fees, customs fees, storage and any governmental fees and charges payable on the Product(s) loaned or on the uses, possession, delivery or operation thereof, and shall indemnify and hold PROPAGANDA and PROPAGANDA's Client harmless from and against any and all such fines, taxes, assessments, fees and charges, and all expenses, penalties and forfeitures incurred in connection therewith.
8. The Production Company agrees that the Production Company will not use and Product(s) loaned above, or cause or permit the same to be used in any manner whatsoever in violation of any Municipal, County, State or Federal law, ordinance or regulation.
9. The Production Company agrees that in the event of any accident involving any Product(s) loaned above, the Production Company will within twelve (12) hours following such accident, furnish to PROPAGANDA a full and complete report describing said accident.

WEINTRUAB TOBIN CHEDIAK COLEMAN
GRODIN
Anjani Mandavia (SBN 94092)
9665 Wilshire Blvd., Ninth Floor
Beverly Hills, CA 90212
Ph: (310) 858-7888
Fax: (310) 550-7191
amandavia@weintraub.com

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RIMOWA GmbH, a German corporation

PLAINTIFF(S)

v.

MARVEL ENTERTAINMENT LLC, a Delaware
limited liability company, and BUENA VISTA HOME
ENTERTAINMENT, INC., a California corporation,

DEFENDANT(S).

CASE NUMBER

CV12-06651

MWF (FLOX)

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, Anjani Mandavia, Weintraub Tobin Chediak Coleman Grodin, whose address is 9665 Wilshire Blvd., Ninth Floor, Beverly Hills, CA 90212. 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.

Dated: AUG - 1 2012

Clerk, U.S. District Court

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**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Michael Fitzgerald and the assigned discovery Magistrate Judge is Fernando M. Olguin.

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

CV12- 6651 MWF (FMOx)

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
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) RIMOWA GmbH, a German corporation	DEFENDANTS MARVEL ENTERTAINMENT LLC, a Delaware limited liability company, and BUENA VISTA HOME ENTERTAINMENT, INC., a California corporation
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Weintraub Tobin Chediak Coleman Grodin 9665 Wilshire Blvd., Ninth Floor Beverly Hills, CA 90212 Ph: (310) 858-7888 Fax: (310) 550-7191	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Citizen of This State</td> <td style="width:10%;"><input type="checkbox"/> 1</td> <td style="width:10%;"><input type="checkbox"/> 1</td> <td style="width:30%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;"><input type="checkbox"/> 4</td> <td style="width:10%;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	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
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: \$** _____

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.)
 15 USC Sections 1114 and 1125; action for trademark infringement, dilution and unfair competition

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

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 22 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE / PENALTY	PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input checked="" type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	SOCIAL SECURITY
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 61 HIA(1395ff)
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY	IMMIGRATION	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 863 DIWC/DIWW 405(g)
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				FEDERAL TAX SUITS
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV12-06651

FOR OFFICE USE ONLY: Case Number: _____

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

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

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

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

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

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

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

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

(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
Los Angeles	Delaware

(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):

Anjani Mandavia
Anjani Mandavia

Date August 1, 2012

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))