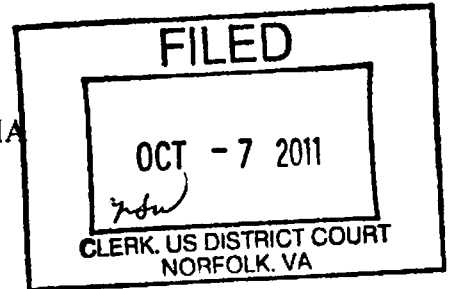


UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(NORFOLK DIVISION)



CORBIN BERNSEN,

Plaintiff

v.

INNOVATIVE LEGAL MARKETING, LLC  
4854 Haygood Rd., Suite 101  
Virginia Beach, VA 23455,

Defendant.

Case No. 2:11cv546

**COMPLAINT**

Plaintiff Corbin Bernsen, for his Complaint against Innovative Legal Marketing, LLC ("Innovative") alleges as follows:

**THE PARTIES**

1. Plaintiff Corbin Bernsen is a citizen of the State of California and resides in Los Angeles County, California.
2. Defendant Innovative Legal Marketing, LLC ("Innovative") is a Virginia limited liability company with its principal place of business at 4854 Haygood Rd., Suite 101, Virginia Beach, Virginia.

**JURISDICTION AND VENUE**

3. This Court has original jurisdiction over this case or controversy pursuant to 28 U.S.C. § 1332 because this action is between citizens of different States and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. This Court has personal jurisdiction over Innovative pursuant to VA CODE ANN. § 8.01-328.1 because, among other things, Innovative transacts business in this Commonwealth and has an interest in, uses, or possesses real property in this Commonwealth.

5. Venue is proper in this judicial district under 28 U.S.C. § 1391 because Innovative resides in this judicial district and a substantial part of the events or omissions giving rise to the claim occurred in this judicial district.

### **GENERAL ALLEGATIONS**

6. Corbin Bernsen is an actor, producer, and director who is well known for his portrayal of "Arnie Becker" on the popular television series "L.A. Law."

7. Innovative is engaged in the business of providing marketing services for lawyers and law firms, including advertising campaigns with television commercials, radio advertisements, internet ads, billboards, newspaper advertisements, direct mail, and other print media and marketing materials.

8. On October 8, 2009, Bernsen and Innovative entered into a Spokesperson Agreement ("Agreement"), pursuant to which Bernsen granted Innovative rights to use his likeness, image, and/or voice as the spokesperson for a media campaign and promotion for Innovative and its clients as set forth in the Agreement. A copy of the Agreement is attached hereto as Exhibit 1.

9. The Agreement required Bernsen to, among other things, record promotional announcements, make promotional appearances, and be available for still photography sessions. Bernsen was obligated to make himself available for at least 30 full production days each year for filming, photographing, and voicing the various media components of the campaign.

10. In exchange for Bernsen's services, Innovative agreed to pay Bernsen \$1,000,000 over a 5-year period. The payments were divided into an initial \$50,000 payment at the beginning of each year, followed by eleven equal monthly payments of \$13,636.36, for a total of \$200,000 per year.

11. Bernsen fully performed all his obligations under the Agreement.

12. From approximately November, 2009 through June 16, 2011, Innovative made the required payments to Bernsen under the Agreement. In total, Innovative made \$331,818.12 in payments to Bernsen.

13. In or about early June, 2011, Brien Johnson, the Managing Director of Innovative, orally notified Bernsen that Innovative was terminating the Agreement.

14. At the time he orally terminated the Agreement, Johnson told Bernsen that the sole reason Innovative was terminating the Agreement and cancelling the campaign was because it was not successful, except in the state of New York, where Innovative would continue to run television commercials. Innovative has ceased making the payments due Bernsen under the Agreement.

15. Innovative has continued to air television commercials featuring Bernsen as recently as September 12, 2011, Innovative's website continues to feature photographs and voice recorded messages of Bernsen, and video clips of the commercials continue to be available to the public on the Internet as recently as September 20, 2011.

16. As a result of Innovative's breach of the Agreement, Bernsen has incurred substantial damages in an amount no less than \$668,181.88.

17. All conditions precedent to the maintenance of this action have been performed, satisfied, or otherwise discharged.

**COUNT I:**  
**BREACH OF CONTRACT**

18. This is an action by Bernsen against Innovative for breach of the Agreement as alleged above.

19. Bernsen incorporates and realleges the allegations in paragraphs 1-17 as if fully set forth herein.

20. The Agreement between Bernsen and Innovative is a valid and enforceable contract.

21. Bernsen fully performed his obligations under the Agreement.

22. Innovative materially breached the Agreement by wrongfully terminating the Agreement and refusing to make any further payments to Bernsen.

23. As a direct result of Innovative's breach of the Agreement, Bernsen has incurred substantial damages in an amount no less than \$668,181.88.

Wherefore, Plaintiff CORBIN BERNSEN demands judgment against Defendant INNOVATIVE LEGAL MARKETING, LLC for:

A. Compensatory damages in an amount to be proven at trial, but for an amount not less than \$668,181.88;

B. Incidental and consequential damages in an amount to be determined at trial;

C. Pre-judgment interest and post-judgment interest at the statutory rate;

D. Attorneys' fees and costs; and

E. Such further relief as the Court deems just and proper.

**COUNT II:**  
**UNJUST ENRICHMENT**

24. This is an action by Bernsen against Innovative for unjust enrichment as alleged above.

25. Bernsen incorporates and realleges the allegations in paragraphs 1-17 as if fully set forth herein.

26. Bernsen conferred a benefit on Innovative by providing the services alleged above.

27. After Innovative terminated the Agreement, it continued to use Bernsen's likeness, image, and/or voice as the spokesperson for its media campaign and promotion without compensation to Bernsen.

28. Innovative's continued receipt of the benefits from Bernsen's services without compensation therefore constitutes unjust enrichment.

Wherefore, Plaintiff CORBIN BERNSEN demands judgment against Defendant INNOVATIVE LEGAL MARKETING, LLC for:

- A. Compensatory damages in an amount to be proven at trial, but for an amount not less than \$668,181.88;
- B. Incidental and consequential damages in an amount to be determined at trial;
- C. Pre-judgment interest and post-judgment interest at the statutory rate; and
- D. Such further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Bernsen demands a trial by jury of all issues triable of right by a jury.

Dated: October 7, 2011

Respectfully submitted,



J. Douglas Baldridge, VSB No. 34327

[jdbaldridge@venable.com](mailto:jdbaldridge@venable.com)

Lauren E. Ingebritson (not admitted in Virginia)

[leingebritson@venable.com](mailto:leingebritson@venable.com)

VENABLE LLP

575 Seventh Street, N.W.

Washington, D.C. 20004

202-344-4000 (telephone)

202-344-8300 (facsimile)

*Counsel for Plaintiff Corbin Bernsen*