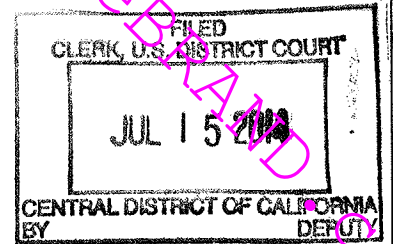


**KINSELLA WEITZMAN ISER KUMP
& ALDISERT LLP**

Howard Weitzman (SBN 38723)
hweitzman@kwikalaw.com
Jeremiah T. Reynolds (SBN 223554)
jreynolds@kwikalaw.com
808 Wilshire Boulevard, 3rd Floor
Santa Monica, California 90401
Telephone: 310.566.9800
Facsimile: 310.566.9850



KATTEN MUCHIN ROSENMAN LLP

Zia F. Modabber (SBN 137388)
zia.modabber@kattenlaw.com
Noah R. Balch (SBN 248591)
noah.balch@kattenlaw.com
2029 Century Park East, Suite 2600
Los Angeles, CA 90067-3012
Telephone: 310.788.4400
Facsimile: 310.788.4471
Attorneys for Plaintiff Optimum Productions

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

OPTIMUM PRODUCTIONS, a
California corporation,

Plaintiff,

vs.

PREMIERE PROPS INC., a California
corporation; AND DOES 1-10,

Defendants.

CASE NO.

CV 14-5503 GHK MAWR

COMPLAINT FOR:

- (1) VIOLATION OF LANHAM**
- ACT SECTION 43(a) [15 U.S.C.**
- § 1125(a)];**
- (2) FALSE ADVERTISING [CAL.**
- BUS. & PROF. CODE § 17500];**
- (3) UNFAIR COMPETITION [CAL.**
- BUS. & PROF. CODE § 17200];**
- (4) DECLARATORY RELIEF.**

DEMAND FOR JURY TRIAL

1 Optimum brings this lawsuit based on defendants' willful and
2 fraudulent efforts to sell copyrights in Michael Jackson photographs that
3 do not belong to them, but in fact belong to Michael Jackson's Estate.
4 Despite repeated warnings from the Estate regarding its copyright
5 interests, defendants falsely advertised the sale of the Estate's copyrights to
6 drive up prices in their online auction.

7 JURISDICTION AND VENUE

8 1. This is an action for false advertising and unfair business
9 practices brought pursuant to Sections 32 and 43(a) of the Lanham Act, 15
10 U.S.C. § 1125(a); for declaratory relief to establish ownership in the
11 copyrights in the photographs, pursuant to 28 U.S.C. § 2201(a); and for
12 related state law causes of action under Sections 17200 and 17500 of the
13 California Business and Professions Code.

14 2. This Court has subject matter jurisdiction over the federal
15 question claims pursuant to 17 U.S.C. §§ 101 *et seq.*, 15 U.S.C. § 1125(a), and
16 28 U.S.C. §§ 1331 and 1338. This complaint also alleges violations of
17 California law. This Court has jurisdiction over these state law claims
18 pursuant to its supplemental jurisdiction, 28 U.S.C. § 1367(a), in that the
19 claims are so related to the above federal claims that they form part of the
20 same case or controversy.

21 3. This Court has personal jurisdiction over the Defendants in that
22 the acts complained of herein occurred in the Central District of California.
23 In addition, Optimum is informed and believes, and on that basis alleges,
24 that Defendants reside in and are doing business in the State of California
25 and in this judicial district.

26 4. Venue is proper in this district under 28 U.S.C. § 1391(a), (b)
27 and (c).
28

THE PARTIES

1
2 5. Plaintiff Optimum Productions ("Optimum") is a California
3 corporation organized and existing under the laws of the State of California
4 and wholly owned by Michael Jackson at the time of his death in June 2009.
5 Now part of Jackson's estate, Optimum is controlled by the co-Executors of
6 the Estate of Michael J. Jackson. Optimum is the successor-in-interest to
7 TTC Touring Corporation ("TTC"), a California corporation that was
8 wholly owned by Michael Jackson during his lifetime.

9 6. Defendant Premiere Props Inc. ("Premiere") is a California
10 corporation having its principal place of business at 128 Sierra Street, El
11 Segundo, California 90245, and is an online auctioneer.

12 7. The defendant identified herein as "Doe 1" is a consignor of
13 certain photographs sold by Premiere at a "live online auction" on June 21
14 and 22, 2014 ("Auction"). The identity of Doe 1 is currently unknown to
15 Optimum, but Optimum will seek leave of this Court to amend its
16 Complaint when Doe 1's identity is determined through discovery.

17 8. Optimum has demanded, in a cease and desist letter, and in
18 communications by telephone and email with Premiere's employee Dan
19 Levin, that Premiere provide the identity of Doe 1, who claims the rights to
20 sell or transfer copyright in the photographs of Michael Jackson at issue.
21 On information and belief, Levin knows Doe 1's identity but refuses to
22 provide it to Optimum. Because Premiere has not disclosed the identity of
23 Doe 1, and Doe 1's identity is not listed as part of the Auction, Optimum
24 requires discovery to determine Doe 1's identity. Additionally, Premiere
25 has not provided to Optimum any documentation showing Doe 1's
26 claimed chain of title for the copyrights in the Photographs.

27 9. Optimum is currently unaware of the true names and
28 capacities, whether individual, corporate, associate or otherwise, of

1 defendants sued herein as Does 2 through 10 ("Doe Defendants";
2 collectively with Premiere and Doe 1, "Defendants"), inclusive, and
3 therefore sues these Doe Defendants by such fictitious names. Optimum
4 will seek leave of this Court to amend its Complaint to allege the true
5 names and capacities of the fictitiously named Doe Defendants when their
6 identities have been ascertained. Optimum is informed and believes, and
7 on that basis alleges, that each of the fictitiously named Doe Defendants is
8 responsible in some manner for the occurrences herein alleged, and that
9 Optimum's damages were proximately caused by such Doe Defendants.

10 10. Optimum is informed and believes, and on that basis alleges,
11 that at all times herein mentioned, each defendant, including Premiere,
12 Doe 1, and each of the fictitiously named Doe Defendants, was the agent,
13 affiliate, servant, employee, representative, partner, limited partner,
14 principal, aider and abettor, co-conspirator, and/or alter ego of the other
15 Defendants, and, in doing the things herein described, was acting within
16 the course and scope of such relationship, and with the permission and
17 consent of each of the other Defendants, and that each is responsible in
18 some manner for the occurrences herein alleged.

19 GENERAL ALLEGATIONS

20 11. Optimum is a corporate entity that is the successor-in-interest
21 to TTC. TTC was wholly owned by Michael Jackson, the world famous
22 recording artist and entertainer, during his lifetime. Upon Jackson's
23 untimely death on June 25, 2009, TTC came under the control of the
24 Executors of his Estate, John Branca and John McClain. TTC was merged
25 into Optimum - another entity controlled by the Jackson Estate - in the fall
26 of 2009.

27 12. From approximately July to December 1984, Michael Jackson
28 participated in the "Victory Tour" of the United States and Canada with all

1 five of his brothers. The tour included 55 concert performances with over 2
2 million attendees.

3 13. Jackson (through TTC) hired photographer Sam Emerson to
4 take pictures of him performing during the Victory Tour. On July 29, 1984,
5 TTC entered into a written "work for hire" agreement with Emerson
6 providing the following (*inter alia*):

7 TTC commissions you (Emerson) to take photographs (the
8 "Photographs") of Michael Jackson during all of his
9 performances on the Jackson's Victory Tour commencing with
10 those appearances at the Gator Bowl in Jacksonville, Florida
11 through the final performance of the tour, or earlier as TTC
12 may designate, in it's [sic] sole discretion.

13
14 The photographs are commissioined [sic] for such commercial
15 and private uses, or otherwise, as TTC may deem appropriate.
16 The photographs will be considered made for hire for TTCd
17 [sic] and TTC will own all copyrights, the exclusive worldwide
18 publicatioin [sic] and exploitation rights, and all other rights in
19 the photographs, including, without limitation, the exclusive
20 rights to utilize the photographs for any purpose and in any
21 medium, now known or devised in the future, perpetually and
22 throughtout [sic] the world.

23
24 Attached hereto as **Exhibit A** is a true and correct copy of the agreement
25 between TTC and Emerson. As per the terms of the above agreement, TTC
26 was the owner of the copyrights in any and all photographs taken by
27 Emerson on the Victory Tour ("Photographs"), and all other rights in the
28 Photographs.

1 14. In June 2014, Optimum learned that Premiere was advertising
2 the Auction of the Photographs and corresponding 35 millimeter film
3 slides ("Slides") of Michael Jackson from the Victory Tour. The online
4 listings for the Auction were displayed on the website iCollector.com. In
5 the item descriptions for each of the Photographs, and at the top of each
6 item's webpage, Premiere and Doe 1 falsely represented to the general
7 public that potential bidders were purchasing "a full copyright release for
8 [their] own personal unlimited reproduction[,] printing and selling."
9 Additionally, Premiere falsely stated that the Photographs "were
10 commission [sic] by Joe Jackson."

11 15. On June 18, 2014, the Estate and Optimum's representatives
12 provided to Premiere by email, facsimile, and overnight mail a cease and
13 desist letter, demanding that Premiere:

14 (1) immediately and permanently discontinue all use and
15 display in any marketing, advertising, or other media connected with
16 the Auction, including any electronic displays on Premiere and
17 iCollector.com's websites, the following descriptions regarding the
18 Photographs -

19 a. "These photos were commission [sic] by Joe
20 Jackson, father, founder and early manager of his children,
21 Michael Jackson and the Jackson 5. He hired the top music
22 concert photographers of the day to take pictures of Michael
23 Jackson and the Jackson Five (both in individual performances
24 and as a group), while they were on tour, and during personal
25 appearances, as well as at family get-together's [sic]";

26 b. "The purchase of this photo . . . includes a full
27 copyright release for your own personal unlimited
28 reproduction printing and selling to the winning bidder";

1 c. "Never Before Seen Michael Jackson Original
2 Photos with Negatives Including Full Copyright";

3 (2) desist from any reference to "copyright" in the
4 Photographs, and any other use of the Photographs not authorized
5 by the Jackson Parties;

6 (3) include the following disclaimer in each Item Description
7 for items 151-252 in the Auction: "No intellectual property rights,
8 including copyrights, in this photograph are being sold, nor may they
9 be purchased through this auction";

10 (4) agree in writing to refrain from using any of the Jackson
11 Parties' trademarks, copyrights, and trade names now and in the
12 future;

13 (5) immediately provide to us all contact information for the
14 consignor of the Photographs, and all documents and
15 communications from the consignor concerning your claim that the
16 consignor owns the copyrights in the Photographs;

17 (6) notify us in writing by 8 a.m. PDT tomorrow, June 19, 2014,
18 that you have complied with the above-demands.

19 16. Premiere subsequently agreed that it would escrow any funds
20 from the winning bidders pending a court's determination of ownership to
21 the Photographs, Slides, and corresponding copyrights. Premiere further
22 agreed it would provide a brief disclaimer in the item description for each
23 of the Photographs ("Disclaimers") stating: "Bidders are advised that
24 Jackson Entertainment Corp. and the Estate of Michael Jackson have
25 asserted a claim that they are the owners of the copyright in this photo
26 and/or rights to the reproduction of Michael Jackson's image. Bidders are
27 advised that all proceeds from sales and delivery of the purchased items
28

1 will be held by Premiere Props in escrow pending resolution of these
2 claims unless the successful bidders assume the risk."

3 17. Optimum is informed and believes that Premiere did not add
4 the Disclaimers until after the auction began, and Premiere only placed the
5 Disclaimers on certain of the Auction items. Further, some of the
6 Disclaimers did not contain the statement about the Estate's claimed
7 copyright interests in the Photographs. Moreover, Premiere only placed the
8 Disclaimers at the end of certain item descriptions, below Premiere and
9 Doe 1's claim that each item "includes a full copyright release" for
10 unlimited reproduction, printing, and selling. By stating that any sale
11 included a "full copyright release," Optimum is informed and believes
12 Premiere intentionally misled the general public regarding the sale of the
13 copyrights in the Photographs to drive the price of the Photographs higher
14 in a scheme to net additional profits for Premiere and Doe 1.

15 18. To add to the confusion over copyright ownership, Premiere's
16 Levin emailed at least one bidder stating that the Photographs were
17 provided by the Estate "with full copyright," and that certain of the
18 Photographs were "currently being reviewed [by the Estate] to allow full
19 copyright to the winning bidders." Levin made these statements after the
20 Estate objected to the sale and provided Premiere with notice that the
21 Estate (through Optimum) owned the copyrights in the Photographs.
22 Moreover, the Estate was never reviewing the Photographs to allow full or
23 any other copyright to be sold to anyone in the Auction.

24 19. The Auction occurred on June 21 and 22, 2014, and according to
25 Premiere's website, most of the Photographs were sold to winning bidders.

26 20. Optimum put Premiere on notice to preserve and protect any of
27 Premiere's emails and other communications ("Documents") regarding the
28 Auction because the Documents would likely be relevant in any related

1 litigation. To date, despite repeated demands, Premiere refuses to disclose
2 the identity of Doe 1 – the unknown consignor of the Photographs – and
3 Premiere refuses to provide any documentation showing Doe 1's
4 purported (and false claims regarding) chain of title to the copyrights in the
5 Photographs.

6 **FIRST CLAIM FOR RELIEF**

7 **Violation of Lanham Act Section 43(a) [15 U.S.C. § 1125(a)] –**

8 **Against All Defendants**

9 21. Optimum incorporates by reference paragraphs 1 through 20
10 above, as though fully set forth herein.

11 22. Pursuant to TTC's agreement with Emerson and Optimum's
12 succeeding to TTC's ownership rights, Optimum is the exclusive owner of
13 the copyrights in the Photographs. Optimum has complied with the
14 Copyright Act by filing for registrations in certain of the photographs sold
15 by Doe 1 through Premiere to the public.

16 23. Optimum did not authorize Defendants' use and attempted
17 sale of Optimum's copyrights in the Photographs. To the contrary,
18 Optimum warned Premiere that Optimum owned the copyrights in the
19 Photographs and that they were not for sale. Nevertheless, Defendants
20 willfully offered for sale to the public, and purportedly sold to winning
21 bidders, the copyrights in the Photographs.

22 24. Section 43(a) of the Lanham Act is designed to protect
23 consumers and competitors. It provides, in relevant part:

24 (1) Any person who, on or in connection with any goods or
25 services, or any container for goods, uses in commerce any . . . false
26 or misleading representation of fact, which --

27 . . .
28

1 (B) in commercial advertising or promotion,
2 misrepresents the nature, characteristics, qualities, or
3 geographic origin of his or another person's goods, services, or
4 commercial activities, shall be liable in a civil action by any
5 person who believes that he or she is likely to be damaged by
6 such act.

7 15 U.S.C. § 1125(a).

8 25. Defendants made false statements of fact in commercial
9 advertisements for the Auction and on the Auction's website at
10 iCollector.com concerning Defendants' ownership and right to sell the
11 copyrights in the Photographs.

12 26. Defendants' statements actually deceived or had the tendency
13 to deceive a substantial segment of the audience for the statements - the
14 bidding consumers at the Auction.

15 27. Defendants' deception is material, in that it went to the heart of
16 what a bidding consumer was hoping to purchase, and necessarily
17 influenced the bidding consumers' purchasing decisions.

18 28. Defendants caused their false statements about their ownership
19 of the copyrights in the Photographs to enter interstate commerce through
20 iCollector.com and Premiere's websites.

21 29. Optimum has been and is likely to be injured as a result of
22 Defendants' false statements by a direct diversion of Optimum's ability to
23 sell or otherwise commercially exploit the copyrights in the Photographs
24 and/or Optimum's ability to utilize its exclusive rights under 17 U.S.C. §
25 106.

26 30. In addition, Defendants' purported Disclaimers placed in
27 certain of the Photographs' item descriptions were intentionally
28 misleading. In addition, Levin's emails were intentionally misleading, as

1 were his false statements that the Estate had consigned certain of the
2 Photographs for the Auction and provided authorization to sell the
3 copyrights. Levin made these assertions knowing that they were untrue
4 and misleading.

5 31. Defendants had full knowledge that the purported sale of
6 Optimum's copyrights were false advertisements, yet proceeded with the
7 sales. Defendants obtained substantial profits through the sales of the
8 Photographs to the bidding consumers by advertising that Defendants
9 were not only selling the physical Photographs but also selling "a full
10 copyright release for [the bidders'] own personal unlimited reproduction[,]
11 printing and selling."

12 32. Defendants knowingly participated in the creation,
13 development, and propagation of the false advertising campaign for the
14 Auction.

15 33. Accordingly, Defendants have engaged in false advertising in
16 violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), and are
17 liable to Optimum for all damages related thereto, including but not
18 limited to actual damages, infringing profits and/or statutory damages, as
19 well as costs and attorney's fees.

20 34. Defendants' acts have caused, and will continue to cause,
21 irreparable injury to Optimum.

22 35. Optimum is entitled to damages in an amount yet to be
23 determined, including restitution.

24 36. Defendants' egregious conduct in auctioning to the general
25 public Optimum's copyrights in the Photographs was willful and
26 intentional, and this constitutes an exceptional case. Under 15 U.S.C. §
27 1117, Optimum is entitled to its attorney's fees.
28

37. Optimum has been, and unless enjoined by this Court will continue to be, damaged and irreparably harmed by Defendants' acts of false advertising. Such irreparable harm constitutes an injury for which Optimum has no adequate remedy at law. Accordingly, Optimum is entitled to injunctive relief pursuant to Section 34 of the Lanham Act, 15 U.S.C. § 1116(a).

SECOND CLAIM FOR RELIEF

False Advertising [Cal. Bus. & Prof. Code §§ 17500 *et seq.*] -

Against All Defendants

38. Optimum incorporates by reference paragraphs 1 through 37 above, as though fully set forth herein.

39. California's unfair competition law ("UCL") protects both consumers and competitors by promoting fair competition in commercial markets for goods and services. The UCL makes it unlawful:

for any person, . . . corporation . . . or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services . . . or to induce the public to enter into any obligation relating thereto, to make or disseminate . . . before the public in this state, . . . in any newspaper or other publication . . . or in any other manner or means whatever . . . any statement, concerning that real or personal property or those services . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading

. . . .

Cal. Bus. & Prof. Code § 17500.

40. Defendants' statements in the advertising on Premiere and iCollector.com's websites were untrue or misleading and Defendants

1 knew, or by the exercise of reasonable care should have known, that the
2 statements were untrue or misleading.

3 41. Members of the public were likely to be deceived by the false
4 advertisements that Defendants were offering for sale, and the public were
5 purchasing, the copyrights in the Photographs that Defendants knew, or by
6 the exercise of reasonable care should have known, that Defendants did not
7 own. Any reasonable consumer would have been misled by Defendants'
8 false advertisements.

9 42. On information and belief, Defendants were targeting
10 consumers for the Auction that would buy the Photographs and Slides and
11 use the purported copyrights in the images to mass produce items for sale
12 that utilized the images in which Optimum owns the copyrights.
13 Defendants knew, or by the exercise of reasonable care should have
14 known, that offering for sale the copyrights that Defendants did not own
15 would realize higher prices for each item at the Auction, thus garnering
16 greater profits for Defendants.

17 43. All conditions precedent to be performed by Optimum prior to
18 filing an action under the UCL have either been performed by Optimum,
19 or would have been futile due to Defendants' acts.

20 44. Along with the other Defendants, Premiere either directly
21 participated in the actions alleged herein or is secondarily liable through
22 aiding and abetting, agency, conspiracy, furnishing the means for the other
23 defendants' violations, and alter ego.

24 45. Optimum has suffered harm and lost money or property as a
25 result of Defendants' violations of the UCL, including but not limited to
26 cloud on Optimum's title to the copyrights in the Photographs; the inability
27 for Optimum to sell its copyrights in the Photographs; the loss of value in
28 Optimum's copyrights because of Defendants' false claims in the

1 copyrights; and the loss of value in Optimum's copyrights because the
2 images were never published by Optimum and thus were valued by their
3 rarity.

4 THIRD CLAIM FOR RELIEF

5 **Unfair Competition [Cal. Bus. & Prof. Code §§ 17200 *et seq.*]**

6 **Against All Defendants**

7 46. Optimum incorporates by reference paragraphs 1 through 45
8 above, as though fully set forth herein.

9 47. The UCL provides:

10 [U]nfair competition shall mean and include any unlawful,
11 unfair or fraudulent business act or practice and unfair,
12 deceptive, untrue or misleading advertising and any act
13 prohibited by . . . Section 17500 . . . of the Business and
14 Professions Code.

15 Cal. Bus. & Prof. Code § 17200.

16 48. Defendants' conduct as alleged herein was unlawful, unfair, a
17 fraudulent business act, deceptive, untrue, consisted of misleading
18 advertising, and was prohibited by Section 17500 of California Business
19 and Professions Code.

20 49. Defendants committed the practices alleged in this Complaint
21 by, among other things: (1) engaging in false advertising in violation of the
22 Lanham Act section 43(a) by advertising for sale the copyrights in the
23 Photographs that Defendants did not own and were not authorized to sell
24 or license; (2) making or authorizing statements to consumers written or
25 oral that are untrue, misleading, and deceptive, and which are known, or
26 which by the exercise of reasonable care should be known, to be untrue,
27 misleading, and deceptive; (3) unfairly, fraudulently, and by misleading
28 advertising, offering for sale at the Auction, and accepting payment from

1 consumers for, the copyrights in the Photographs that Defendants do not
2 own and cannot provide to the consumers; the consumers relied on these
3 false statements of material fact; Defendants knew their statements about
4 the copyright ownership and ability to sell them were untrue; Defendants
5 intended to deceive the public with the false statements; the public
6 justifiably relied on Defendants' statements in bidding for the copyrights;
7 and the winning bidders were injured by paying for copyrights that they
8 could not purchase and had no right to purchase from Defendants; and (4)
9 violating Business and Professions Code section 17500 as set forth in
10 paragraphs 38-45 above.

11 50. Defendants have committed and continue to commit such
12 unlawful business acts or practices by offering for sale the copyrights in the
13 Photographs for Defendants' financial gain.

14 51. Pursuant to California Business and Professions Code Section
15 17203, Optimum seeks an order of this Court enjoining the Defendants
16 from continuing to engage, use, or employ the unlawful business acts or
17 practices complained of herein.

18 52. Optimum will be irreparably harmed and/or denied an
19 effective and complete remedy if such an order as requested herein is not
20 granted. The aforementioned acts and practices of Defendants, and each of
21 them, as described herein, present a serious threat to Optimum.

22 53. Optimum has suffered harm and loss of money or property as a
23 result of Defendants' unfair, unlawful, fraudulent, deceptive, untrue,
24 misleading business practices, including but not limited to cloud on
25 Optimum's title to the copyrights in the Photographs; the inability for
26 Optimum to sell or commercially exploit the copyrights in the
27 Photographs; the loss of value in Optimum's copyrights because of
28 Defendants' false claims of ownership in the copyrights; and the loss of

1 value in Optimum's copyrights because the images were never published
2 by Optimum and thus were valued by their rarity.

3 **FOURTH CLAIM FOR RELIEF**

4 **Request for Declaratory Judgment [28 U.S.C. § 2201(a)]**

5 **Against All Defendants**

6 54. Optimum incorporates by reference paragraphs 1 through 53
7 above, as though fully set forth herein.

8 55. There is an actual and justiciable controversy between
9 Optimum and Defendants as to the parties' rights in the Photographs sold
10 by Defendants and, more specifically, whether Optimum or Defendants
11 own the copyrights in the Photographs. As discussed above, Optimum
12 claims that it is the rightful owner of the copyrights in the Photographs
13 pursuant to the written work-for-hire agreement between TTC and
14 Emerson, attached hereto as Exhibit A. On information and belief, the
15 Defendants claim the consignor Doe 1 owns the copyrights in the
16 Photographs.

17 56. Optimum is suffering and will continue to suffer an injury-in-
18 fact as a result of Defendants' conduct. This injury-in-fact cannot be
19 redressed without a judicial declaration of the parties' rights and
20 obligations to the copyrights in the Photographs. This Court should issue a
21 declaration to resolve the conflicts between the parties. Specifically,
22 Optimum requests a judicial declaration that Defendants have no copyright
23 ownership in the Photographs and that Optimum owns the applicable
24 copyrights in the Photographs. Such a declaration is necessary and
25 appropriate at this time so that Optimum can ascertain its rights and duties
26 with respect to the Photographs and Defendants' claims to the
27 Photographs, and with respect to third parties who may believe they have
28 somehow acquired an interest in the copyrights in the Photographs.

1 **WHEREFORE, Optimum prays for judgment as follows:**

2 **1. On The First Claim For Relief:**

3 • For all damages recoverable under the Lanham Act, including
4 trebling the following:

5 a. Defendants' profits from the Auction; and

6 b. Damages sustained by Optimum, as proved at trial,
7 including monetary damages to compensate Optimum
8 for lost sales or loss of goodwill, Optimum's damage
9 control costs;

10 • All of Optimum's costs of the action;

11 • As this is an exceptional case, reasonable attorney's fees under
12 15 U.S.C. § 1117;

13 • Pursuant to Section 34 of the Lanham Act, 15 U.S.C. § 1116(a),
14 for preliminary and permanent injunctions directing Defendants, and their
15 attorneys, representatives, agents and anyone acting in concert with them,
16 to (1) cease falsely advertising the sale of Optimum's copyrights in any
17 manner; (2) refrain from representing to existing and prospective buyers
18 and third parties that Defendants have the right or authority to administer,
19 exploit, use, sell and/or grant licenses relating to Optimum's copyrights in
20 the Photographs; (3) refrain from soliciting or accepting any money or
21 other benefit derived from the exploitation of Optimum's copyrights in the
22 Photographs; and (4) return all funds paid to Defendants by any buyer or
23 any other party related to Optimum's copyrights in the Photographs, or
24 order that such funds be held in constructive trust pending this Court's
25 determination of the parties' rights and obligations; and

26 • For such sum as this Court shall find to be just, according to the
27 circumstances of the case.

1 2. **On The Second Claim For Relief:**

2 • That Defendants, their successors, agents, representatives,
3 employees, and all persons who act in concert with Defendants be
4 permanently enjoined from making any untrue or misleading statements in
5 violation of Business and Professions Code section 17500, including but not
6 limited to, the untrue or misleading statements alleged in this Complaint;

7 • For an injunction directing Defendants, and their attorneys,
8 representatives, agents and anyone acting in concert with them, to (1) cease
9 falsely advertising the sale of Optimum's copyrights in any manner; (2)
10 refrain from representing to existing and prospective buyers and third
11 parties that Defendants have the right or authority to administer, exploit,
12 use, sell and/or grant licenses relating to Optimum's copyrights in the
13 Photographs; (3) refrain from soliciting or accepting any money or other
14 benefit derived from the exploitation of Optimum's copyrights in the
15 Photographs; and (4) return all funds paid to Defendants by any buyer or
16 any other party related to Optimum's copyrights in the Photographs, or
17 order that such funds be held in constructive trust pending this Court's
18 determination of the parties' rights and obligations;

19 • For restitution pursuant to Business and Professions Code
20 section 17535 to restore to Optimum all money or property, real or
21 personal, which may have been acquired by Defendants by means of such
22 untrue or misleading statements or other unlawful activity as alleged in
23 this Complaint;

24 • For Optimum's attorney's fees pursuant to Code of Civil
25 Procedure section 1021.5; and

26 • For such further relief as this Court deems just.
27
28

1 3. **On The Third Claim For Relief:**

2 • Pursuant to Business and Professions Code section 17203,
3 Defendants, their successors, agents, representatives, employees, and all
4 persons who act in concert with Defendants be permanently enjoined from
5 engaging in unfair competition as defined in Business and Professions
6 Code section 17200, including but not limited to, the acts and practices
7 alleged in this Complaint;

8 • For an injunction directing Defendants, and their attorneys,
9 representatives, agents and anyone acting in concert with them, to (1) cease
10 falsely advertising the sale of Optimum's copyrights in any manner; (2)
11 refrain from representing to existing and prospective buyers and third
12 parties that Defendants have the right or authority to administer, exploit,
13 use, sell and/or grant licenses relating to Optimum's copyrights in the
14 Photographs; (3) refrain from soliciting or accepting any money or other
15 benefit derived from the exploitation of Optimum's copyrights in the
16 Photographs; and (4) return all funds paid to Defendants by any buyer or
17 any other party related to Optimum's copyrights in the Photographs, or
18 order that such funds be held in constructive trust pending this Court's
19 determination of the parties' rights and obligations;

20 • For restitution pursuant to Business and Professions Code
21 section 17203 to restore to Optimum all money or property, real or
22 personal, which may have been acquired by Defendants by means of such
23 unfair competition or other unlawful activity as alleged in this Complaint;

24 • For Optimum's attorney's fees pursuant to Code of Civil
25 Procedure section 1021.5; and

26 • For such further relief as this Court deems just.
27
28

1 4. **On The Fourth Claim For Relief:**

2 For a declaration that: (1) Defendants have no copyright interest in
3 the Photographs, and therefore may not distribute, sell, license, or
4 otherwise exploit the copyrights in the Photographs; and that (2) Optimum
5 is the rightful owner of the copyrights in the Photographs.

6 5. **On All Claims for Relief:**

- 7 • For interest on all amounts at the maximum legal rate;
8 • For attorney's fees as permitted by law, statute, and/or
9 contract;
10 • For costs of suit incurred herein; and
11 • For such other and further relief as this Court may deem just
12 and proper.

13
14 Dated: July 15, 2014

KATTEN MUCHIN ROSENMAN LLP

15
16 By: 

Zia F. Modabber
Attorneys for Plaintiff Optimum
Productions

17
18
19 Dated: July 15, 2014

KINSELLA WEITZMAN ISER KUMP
& ALDISERT LLP

20
21
22 By: 

Howard Weitzman by ZFM
Attorneys for Plaintiff Optimum
Productions

DEMAND FOR JURY TRIAL

Optimum hereby demands trial by jury on all claims so triable.

Dated: July 15, 2014

KATTEN MUCHIN ROSENMAN LLP

By: 

Lia F. Modabber

Attorneys for Plaintiff Optimum
Productions

Dated: July 15, 2014

KINSELLA WEITZMAN ISER KUMP
& ALDISERT LLP

By: 

Howard Weitzman *by ZFM*

Attorneys for Plaintiff Optimum
Productions

EXHIBIT A

TTC TOURING CORPORATION
c/o Ziffren, Brittenham & Gullen
2049 Century Park East Suite 2350
Los Angeles, California 90067

Date: 7/29/84

Mr. Sam Emerson
348 S. Elm Drive
Beverly Hills, California 90212

Dear Sam:

The following, when signed by you and by us ("TTC"), will confirm our agreement:

1. TTC commissions you to take photographs (the "Photographs") of Michael Jackson during all of his performances on the Jackson's Victory Tour commencing with those appearances at the Gator Bowl in Jacksonville, Florida through the final performance of the tour, or earlier as TTC may designate, in its sole discretion.* You will take the photographs in accordance with the plans and concepts approved by TTC and TTC's other directions, and you will deliver all unprocessed film to Shari Dub, or such other individual as TTC may designate from time to time, immediately upon conclusion of the performance each night, together with all releases, licenses, approvals and consents required for production or use of the photographs in form and substance satisfactory to TTC.

2. The photographs are commissioned for such commercial and private uses, or otherwise, as TTC may deem appropriate. The photographs will be considered made for hire for TTC and TTC will own all copyrights, the exclusive worldwide publication and exploitation rights, and all other rights in the photographs, including, without limitation, the exclusive rights to utilize the photographs for any purpose and in any medium, now known or devised in the future, perpetually and throughout the world.

3. As full compensation for the performance of your obligations and full consideration for all rights in the photographs, TTC agrees to pay you and you agree to accept the following:

(a) Weekly compensation at the rate of \$2100.00 for each full week you are requested to hold yourself available by TTC and a pro rata portion thereof if less than a full week is utilized.

*TTC agrees to give you no less than one week's notice if your services will not be required through the final performance of the tour and in the event less than one week's notice is given then TTC shall pay you a total of \$300.00 for each day less than one week's notice given.

EXHIBIT A

(b) TTC agrees to furnish you, or reimburse you for, at TTC's sole discretion, transportation to each distant overnight location, and to furnish you with accommodations at each such overnight location.

The foregoing compensation and expenses shall be deemed to include all costs and expenses at any such overnight location, including without limitation, meals and beverages, local transportation, telephone, etc., and same shall be in lieu of, and not in addition to, any costs and/or expenses otherwise required to be paid to you.

4. TTC will also reimburse you for your reasonable expenses for film and processing, if you are requested to process any of the film, actually incurred in making the photographs, promptly after your submission to TTC of satisfactory substantiation. You will not be entitled to reimbursement for any expenses in connection with the releases and other documents mentioned in paragraph 1 above, or for any other expenses except those specified in the first sentence of this paragraph, except as expressly agreed by TTC in writing in advance.

5. TTC agrees to furnish you with transportation to and from each airport and each location of the performances.

6. TTC, in its sole discretion, may provide to you one copy of any or all of the Photographs solely for your file purposes and you may exhibit them (but not for compensation) as examples of your work. You will not publish them or make any other use of the photographs without TTC's prior written permission in each instance. TTC may withhold that permission for any reason, in its sole discretion. If TTC grants such permission, you will cause TTC's copyright notice to be affixed to each reproduction of the photographs you make or authorize, and will comply with all other conditions TTC may prescribe.

7. You warrant and represent that:

(a) You have the right and power to enter into and fully perform this agreement;

(b) No use of the photographs by TTC or its licensees for the purposes set forth herein will violate any law or infringe any rights of others; and

(c) TTC shall not be required to make any payments in connection with the photographs or their use, except as specifically provided in this agreement.

-2-

EXHIBIT A

8. You agree to indemnify and hold TTC and any licensee of TTC harmless from all claims, damages, liabilities and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of your warranties or arising out of any breach of this agreement.

9. This agreement contains the entire understanding of the parties and will be governed by the laws of California applicable to contracts entered into in California and entirely performed therein. No change of this agreement will be binding upon TTC unless it is made by an instrument signed by you and an authorized signatory of TTC. TTC may assign its rights under this agreement in whole or in part. You will perform under this agreement as an independent contractor and not as TTC's agent or employee.

Very truly yours,

TTC TOURING CORP.

By: _____
Its Authorized Signatory

ACCEPTED AND AGREED TO:



SAM EMERSON

KWL:letter9/Emerson(1-3)

-3-

EXHIBIT A

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

Optimum Productions, a California
Corporation,

Plaintiff(s)

v.

Premiere Props Inc., a California
corporation; and Does 1-10.

Defendant(s)

CV14-5503 GHK MRW
Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Premiere Props Inc.

c/o Agent for Service of Process:

Greg S. Bernstein

9601 Wilshire Boulevard, Suite 240

Beverly Hills, CA 90210

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Katten Muchin Rosenman LLP: Zia F. Modabber and Noah R. Balch

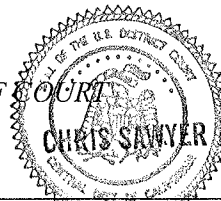
2029 Century Park East, Suite 2600, Los Angeles, CA 90067

Kinsella Weitzman Iser Kump & Aldisert LLP: Howard Weitzman and Jeremiah Reynolds

808 Wilshire Blvd., 3rd Floor, Santa Monica, CA 90401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT



CHRIS SAWYER

Date: July 15, 2014

Signature of Clerk or Deputy Clerk

1149

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(d))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)
Optimum Productions, a California corporation

DEFENDANTS (Check box if you are representing yourself ☐)
Premiere Props Inc., a California corporation; and Does 1-10

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

KATTEN MUCHIN ROSENMAN LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067-3012
Telephone: 310-788-4400
Facsimile: 310-788-4471

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

II. BASIS OF JURISDICTION (Place an X in one box only)

- ☐ 1. U.S. Government Plaintiff
☐ 2. U.S. Government Defendant
☒ 3. Federal Question (U.S. Government Not a Party)
☐ 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)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input checked="" type="checkbox"/> 4 | <input checked="" 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

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.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.)

This is an action for false advertising and unfair business practices brought pursuant to 15 U.S.C. § 1125(a); for declaratory relief to establish ownership of copyrights in certain photographs, pursuant to 28 U.S.C. § 2201(a); and for related state law causes of action under Cal. Bus. & Prof. Code §§17200 and 17500.

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

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input checked="" type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	TORTS	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	FORFEITURE/PENALTY	FEDERAL TAX SUITS
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number: _____

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

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF?	A DEFENDANT?	
	Then check the box below for the county in which the majority of DEFENDANTS reside.	Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western	

Question C: Location of plaintiffs, defendants, and claims?	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. ➡	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ⬇
---	---

Your case will initially be assigned to the
 WESTERN DIVISION.
 Enter "Western" in response to Question D below.

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: ➡	Western

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

IX(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): _____

IX(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.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT):

DATE: July 15, 2014

Zia F. Modabber; Attorney for Plaintiff

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. 405 (g))