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

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7 RASCAL VIDEO, LLC

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION**

11 RASCAL VIDEO, LLC, a California
12 limited liability company,

13 Plaintiff,

14 vs.

15 WORLD SEXY MEDIA
16 INVESTMENT, LLC, a California
17 limited liability company; VAST
18 RESOURCES, INC., a California
19 corporation; SCOTT TUCKER, an
individual, and DOES 1-10, inclusive,

20 Defendants.

Case No. **CV12 09675 SVW (JCX)**
**COMPLAINT FOR DECLARATORY
RELIEF, SET ASIDE OF
FRAUDULENT TRANSFER,
BREACH OF CONTRACT,
TRADEMARK INFRINGEMENT,
AND UNFAIR COMPETITION**

JURY TRIAL DEMANDED

BY FAX

21 Plaintiff Rascal Video, LLC ("Rascal"), for its Complaint against defendants
22 World Sexy Media Investment, LLC ("WSMI" or "New Topco"), Vast Resources,
23 Inc. ("Vast Resources" or "Old Topco"), Scott Tucker ("Tucker"), and DOES 1-10,
24 inclusive (collectively "Defendants"), alleges as follows:

25 **INTRODUCTION**

26 1. Rascal and Vast Resources d/b/a Topco Sales ("Old Topco") entered
27 into an exclusive license agreement in May 2004 (the "License Agreement") whereby
28 Rascal authorized Old Topco to manufacture and distribute adult novelty items under

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1 Rascal's valuable trademarks. Old Topco's performance under the License
2 Agreement declined over the years, and since at least 2008 Topco was frequently
3 unable to fulfill customer orders in a timely manner, among other problems. In
4 March 2011 Rascal terminated the License Agreement pursuant to its terms. Old
5 Topco disputed Rascal's termination but stopped paying Rascal royalties under the
6 License Agreement after September, 2011.

7 2. In July 2012, Rascal learned that Old Topco had purported to make a
8 general assignment for the benefit of creditors ("ABC"). Rascal also learned that the
9 assignee had sold all of the assets of Old Topco to defendant WSMI, which is owned,
10 at least in part, by the owners of Old Topco. WSMI thereupon commenced doing
11 business as "Topco Sales" (i.e., New Topco) in the same location and with many of
12 the same employees as Old Topco. Notwithstanding Rascal's termination of the
13 License Agreement with Old Topco, New Topco purports to have acquired the
14 License Agreement from Old Topco's assignee, and continues to exploit the
15 trademarks licensed to Old Topco. Rascal seeks an order from this Court declaring
16 the License Agreement terminated, enjoining New Topco from further infringing
17 Rascal's marks, and setting aside the fraudulent transfer of Old Topco's assets to
18 New Topco. Rascal also seeks damages from Old Topco for breach of contract for
19 unpaid royalties under the License Agreement and damages from New Topco for its
20 willful infringement of Rascal's marks.

21 **THE PARTIES**

22 3. Plaintiff Rascal is a limited liability corporation organized under the
23 laws of the State of California with its principal place of business in Los Angeles,
24 California. Rascal produces and distributes adult films under its trademarks and trade
25 names, including CHANNEL 1 RELEASING, CHI CHI LARUE (including the
26 physical likeness of Larry Paciotti, who performs under the stage name "CHI CHI
27 LARUE"), RASCAL VIDEO, and LIVE AND RAW (collectively, the "RASCAL
28 MARKS"). Rascal, through a predecessor in interest, also owns trademark rights in

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1 the mark DIRK YATES.

2 4. Rascal is informed and believes, and on that basis alleges, that defendant
3 WSMI is a limited liability company organized under the laws of the State of
4 California with its principal place of business in Los Angeles, California. WSMI is
5 currently doing business as Topco Sales, and under that name is engaged in the
6 business of manufacturing, distributing, selling, and marketing adult novelty products
7 and sexual aids. Rascal is informed and believes, and on that basis alleges, that
8 WSMI is owned and/or controlled, in whole or in part, by the owners of defendant
9 Vast Resources.

10 5. Rascal is informed and believes, and on that basis alleges, that defendant
11 Vast Resources is a corporation organized under the laws of the State of California
12 with its principal place of business in Los Angeles, California. Until about July,
13 2012, Vast Resources did business as Topco Sales, and under that name engaged in
14 the business of manufacturing, distributing, selling, and marketing adult novelty
15 products and sexual aids.

16 6. Rascal is informed and believes, and on that basis alleges, that defendant
17 Tucker is an individual residing in the County of Los Angeles, California. Rascal is
18 informed and believes, and on that basis alleges, that Tucker owns all or part of Old
19 Topco and New Topco, and that Tucker controls, or has the right to control, Old
20 Topco and New Topco.

21 7. Defendant DOE 1 is the assignee to whom Old Topco assigned its assets,
22 and which sold those assets in turn to New Topco. When Rascal ascertains the true
23 name of defendant DOE 1, Rascal will amend this Complaint accordingly.

24 8. Plaintiff does not know the true names and capacities of defendants
25 DOES 2-10, inclusive, and sues these Defendants by such fictitious names. Plaintiff
26 is informed and believes and on that basis alleges that each of the defendants
27 fictitiously named as DOES 2-10 is responsible in some manner for and caused the
28 damages herein alleged. When Plaintiff ascertains the true names and capacities of

1 DOES 2-10, it will amend this Complaint accordingly.

2 9. On information and belief, each defendant aided and abetted the actions
3 of one or more of the other defendants as set forth below, in that each defendant had
4 knowledge of the actions or omissions of the other defendants and encouraged,
5 assisted or facilitated those acts or omissions. Each of the defendants was the agent of
6 each of the remaining defendants, and in doing the things hereinafter alleged, was
7 acting within the course and scope of such agency and with the permission and
8 consent of the other defendants.

9 JURISDICTION AND VENUE

10 10. Jurisdiction is proper in this Court because this litigation arises under
11 federal law, namely 17 U.S.C. § 1051 *et seq.* (Lanham Act). The Court has
12 jurisdiction over this action under 28 U.S.C. § 1331 (federal question) and 28 U.S.C.
13 § 1338(a), (b) (trademark and unfair competition). This Court has supplemental
14 jurisdiction over Rascal's state law claims under 28 U.S.C. § 1367.

15 11. This Court has personal jurisdiction over defendants WSMI and Vast
16 Resources (the "Corporate Defendants") because the Corporate Defendants are
17 formed and operated under the laws of the State of California and have a principal
18 place of business in this judicial district.

19 12. This Court has personal jurisdiction over Tucker because Tucker resides
20 in and/or can be found within this judicial district.

21 13. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and 1391(c).

22 FACTUAL BACKGROUND

23 14. Since at least as early as 1990, Rascal (or its predecessor) began using
24 the RASCAL MARKS and the DIRK YATES mark on goods in commerce. By
25 virtue of its longstanding use of the RASCAL MARKS and DIRK YATES mark,
26 Rascal has developed a valuable reputation for quality and goodwill associated with
27 its marks.

28 15. On or about May 6, 2004, Rascal entered into a trademark license

1 agreement (the "License Agreement") with Vast Resources whereby Rascal licensed
2 to Old Topco, *inter alia*, the right to exploit the RASCAL MARKS in connection
3 with the design, manufacture, advertising, promotion, sale, and distribution of certain
4 adult novelty products and sexual aids, including, *inter alia*, molded body parts.

5 16. The License Agreement required Old Topco to make quarterly royalty
6 payments to Rascal with accompanying royalty statements no later than forty-five
7 (45) days after the end of the preceding calendar quarter.

8 17. The License Agreement also required Old Topco to obtain design
9 approval from Rascal for all products sold under the RASCAL MARKS.

10 18. The License Agreement allows Rascal to terminate the License
11 Agreement after 60 days written notice if, *inter alia*, Old Topco becomes insolvent or
12 "makes an assignment for benefit of creditors or similar disposition of its assets."

13 19. The License Agreement provides for an initial term from May 10 2004
14 to May 9, 2012 (subject to earlier termination pursuant to other terms of the License
15 Agreement). The License Agreement further provides that upon expiration of the
16 original term, Old Topco shall have the right to extend the term of the License
17 Agreement an additional eight years, so long as Old Topco is not in default under the
18 terms of the License Agreement at the time of exercise.

19 20. The License Agreement provides that after expiration or termination of
20 the License Agreement, the RASCAL MARKS are to revert to Rascal. Old Topco is
21 authorized to continue selling inventory existing at the time of expiration or
22 termination for an additional one year thereafter (and to pay royalties thereupon to
23 Rascal), but not to create, manufacture or distribute new products or manufacture
24 additional existing products.

25 21. In or about 2008, Old Topco began to manufacture and distribute goods
26 under the DIRK YATES mark, without Rascal's authorization or consent.

27 22. On March 11, 2011, Rascal notified Old Topco that it was terminating
28 the License Agreement for, among other things, failure to pay royalties and provide

1 royalty statements in a timely manner. Rascal also notified Old Topco that it was not
2 authorized to use the DIRK YATES mark and that such use was therefore infringing.

3 23. On May 19, 2011, Rascal reiterated its termination of the License
4 Agreement, and noted that Old Topco had failed to cure within 60 days of demand its
5 default of its obligation to provide royalty statements.

6 24. Old Topco paid Rascal a royalty payment for the third quarter of 2011
7 but thereafter ceased royalty payments to Rascal under the License Agreement.

8 25. On or about July 2012, Rascal learned that Old Topco had purported to
9 make a general assignment for the benefit of creditors ("ABC"), and that its assignee
10 had thereafter sold the assets of Old Topco to New Topco.

11 26. At the time of the purported ABC, Old Topco was in default of the
12 fourth quarter 2011 royalty payment and the first quarter 2012 royalty payment, as
13 well as the required royalty statements associated with those payments.

14 27. At the time of the purported ABC, Old Topco owed Rascal at least
15 \$60,000 in unpaid royalties under the License Agreement.

16 28. Rascal never received formal notice of the assignment. Rascal never
17 received a final statement of sales through the date of the ABC, has not received any
18 instructions on how to submit a claim to the assignee, and has not received any
19 response to its request for an inventory of licensed product in the possession of Old
20 Topco at the time of the ABC.

21 29. On information and belief, New Topco is owned and controlled, in
22 whole or in part, by the same person(s) who own Old Topco. New Topco operates
23 from the same offices as had Old Topco, with all or almost all of the same employees.
24 Among others, defendant Tucker was the president of Old Topco and is the CEO of
25 New Topco.

26 30. On information and belief, the transfer of Old Topco's assets to New
27 Topco was "in place," that is, possession of the assets was never taken by the
28 assignee.

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1 31. On information and belief, New Topco did not pay fair value for the
2 assets of Old Topco.

3 32. In July 2012, Rascal again notified Old Topco that the License
4 Agreement was terminated.

5 33. In July 2012, Rascal notified New Topco that it was not authorized to
6 distribute goods under the RASCAL MARKS or the DIRK YATES mark and
7 demanded that it cease and desist from further infringement of Rascal's marks.

8 34. Since the ABC, New Topco has denied any obligation to pay the
9 royalties due from Old Topco prior to the ABC. However, defendant Tucker has told
10 Rascal that New Topco would pay the Old Topco royalties to Rascal if Rascal agreed
11 to enter into a new agreement with New Topco.

12 35. On information and belief, New Topco falsely represents to others that it
13 is authorized to manufacture and distribute goods under the RASCAL MARKS and
14 the DIRK YATES mark.

15 36. On information and belief, New Topco has manufactured and distributed
16 and continues to manufacture and distribute goods under the Rascal Mark after the
17 termination of the License Agreement.

18 37. On information and belief, New Topco has manufactured and distributed
19 and continues to manufacture and distribute goods under the DIRK YATES mark
20 without authorization from Rascal.

21 **FIRST CAUSE OF ACTION**

22 **DECLARATORY JUDGMENT**

23 (Declaratory Relief Act, 28 U.S.C. § 2201)

24 (Against Old Topco and New Topco)

25 38. Rascal hereby repeats and realleges Paragraphs 1-37 above as though
26 fully set forth herein.

27 39. An actual case or controversy has arisen between Rascal, on the one
28 hand, and Vast Resources and WSMI, on the other hand, regarding their respective

1 rights and obligations under the License Agreements (if any).

2 40. On information and belief, Vast Resources and WSMI contend that
3 Rascal did not effectively terminate the License Agreement, that Old Topco renewed
4 the License Agreement for an additional eight years on May 9, 2012, prior to the
5 ABC, and that the License Agreement has now been assigned to New Topco.

6 41. Rascal asserts that the License Agreement was terminated on, at the
7 latest, May 11, 2011; that even if the License Agreement was not effectively
8 terminated in May 2011, it terminated by its terms on May 9, 2012 (because Old
9 Topco was in default of its payment obligations and not entitled to renew on that
10 date), and that as such New Topco was not assigned the License Agreement under the
11 ABC and has no rights thereunder.

12 42. New Topco has announced that it intends to, and has continued to,
13 manufacture, distribute, sell, and market adult products internationally under the
14 RASCAL MARKS despite termination of the License Agreement.

15 43. Rascal has suffered and will continue to suffer harm in the absence of a
16 declaration of the parties' respective rights under the License Agreement.

17 44. Rascal desires a judicial determination that: (i) the License Agreement
18 was terminated by Rascal on or about March 11, 2011, and such termination became
19 effective no later than May 10, 2011; (ii) in the alternative, in the event that the Court
20 determines that the License Agreement was not effectively terminated in March 2011,
21 that it expired by its terms on May 9, 2012 and could not have been renewed at that
22 time because Old Topco was in default of the License Agreement on that date; and
23 (iii) that the terminated License Agreement was not properly transferred to New
24 Topco in the ABC, and New Topco has no rights thereunder.

25 ///

26 ///

27 ///

28 ///

SECOND CAUSE OF ACTION

SET ASIDE OF FRAUDULENT TRANSFER

(Uniform Fraudulent Transfers Act, Cal. Civ. Code § 3439 *et seq.*)

(Against Old Topco, New Topco, and DOE 1)

45. Rascal hereby repeats and realleges Paragraphs 1-44 above as though fully set forth herein.

46. Rascal is a creditor of Old Topco to whom a debt is owed by Old Topco.

47. On information and belief, Old Topco's general assignment of assets to DOE 1 was made with actual intent to hinder, delay, or defraud Rascal.

48. On information and belief, Old Topco's general assignment of assets to DOE 1 was made without receiving equivalent value and when Old Topco was insolvent.

49. On information and belief, New Topco conspired with and aided and abetted Old Topco's fraud in order to obtain the assets of Old Topco at less than their fair value in order to defraud and hinder the creditors of Old Topco.

50. Rascal has been harmed by the conduct described herein, in that the ABC put beyond Rascal's reach property that would have otherwise been available to satisfy Old Topco's debt to Rascal.

51. Rascal requests that the purported ABC be voided and set aside, that New Topco and Tucker be enjoined from further transfers of Old Topco's assets, and that a receiver be assigned to manage Old Topco.

52. Rascal requests its reasonable attorneys' fees and costs in connection with this Second Cause of Action.

THIRD CAUSE OF ACTION

BREACH OF CONTRACT

(Against Old Topco)

53. Rascal hereby repeats and realleges Paragraphs 1-51 above as though fully set forth herein.

1 54. The License Agreement is a terminated valid and binding contract
2 between Rascal and Old Topco.

3 55. Rascal has fully performed its obligations under the License Agreement

4 56. Pursuant to the terms of the License Agreement, Old Topco is required
5 to pay royalties to Rascal on a quarterly basis no later than forty-five (45) days after
6 the end of the preceding calendar quarter.

7 57. Pursuant to the terms of the License Agreement, Old Topco is required
8 to provide Rascal with a complete and accurate royalty statement with each quarterly
9 payment.

10 58. Old Topco breached the License Agreement by failing to pay royalties
11 for sales of licensed products from October 1, 2011 through the date of the purported
12 ABC.

13 59. As a result of the foregoing conduct, Rascal is entitled to damages in an
14 amount to be proven at trial.

15 **FOURTH CAUSE OF ACTION**

16 **FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITON**

17 (15 U.S.C. § 1125(a); Lanham Act § 43(a))

18 (Against New Topco and Tucker)

19 60. Rascal hereby repeats and realleges Paragraphs 1-59 above as though
20 fully set forth herein.

21 61. Since at least 1990, Rascal has been using the RASCAL MARKS and
22 the DIRK YATES mark in commerce. Consumers recognize the RASCAL MARKS
23 and DIRK YATES mark as originating from Rascal. Rascal has established
24 significant common law trademark rights in connection with its RASCAL MARKS
25 and DIRK YATES mark.

26 62. By virtue of its longstanding use of the RASCAL MARKS and DIRK
27 YATES mark, Rascal has developed a valuable reputation for quality and goodwill
28 associated with its marks.

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63. New Topco's use of the RASCAL MARKS and DIRK YATES mark in connection with the continuing manufacture, distribution, sale, and promotion of goods is not authorized by Rascal and is likely to cause, and has caused, a likelihood of confusion among members of the public regarding the origin, sponsorship, and endorsement of goods sold or offered by New Topco.

64. As a direct and proximate result of New Topco's unlawful conduct, Rascal has and will continue to suffer substantial harm and injury to its business, goodwill, and reputation. Unless enjoined, New Topco's conduct will continue to cause Rascal immediate and irreparable injury.

65. By engaging in the conduct alleged herein, New Topco intended to trade on Rascal's reputation, thereby entitling Rascal to New Topco's profits, Rascal's damages, and the costs of the action.

66. Defendant Tucker actively and knowingly caused the conduct of New Topco alleged herein, thereby rendering him individually liable for the harm such conduct caused to Rascal.

FIFTH CAUSE OF ACTION

COMMON LAW TRADEMARK INFRINGEMENT

(Against New Topco and Tucker)

67. Rascal hereby repeats and realleges Paragraphs 1-66 above as though fully set forth herein.

68. Rascal is the senior user of the common law RASCAL MARKS and DIRK YATES mark.

69. The general public has come to associate the RASCAL MARKS and DIRK YATES mark with Rascal and with goods and services endorsed by Rascal.

70. Rascal has built up considerable goodwill in the RASCAL marks and DIRK YATES mark.

71. On information and belief, since about July 2011 New Topco has been using the RASCAL MARKS and DIRK YATES mark without Rascal's permission

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1 or consent, and in competition with Rascal on identical or similar goods.

2 72. New Topco's unlawful acts violate Rascal's trademark rights under
3 California common law and are likely to cause consumer confusion as to the
4 sponsorship of the goods sold or offered by New Topco.

5 73. New Topco's acts of trademark infringement have been committed with
6 the intent to, and have caused, confusion, mistake, or deception.

7 74. As a direct and proximate result of New Topco's unlawful conduct,
8 Rascal has suffered and will continue to suffer substantial harm and injury to its
9 business, goodwill, and reputation. Unless enjoined, New Topco's conduct will
10 continue to cause Rascal immediate and irreparable injury.

11 75. New Topco's acts of trademark infringement are willful, intentional, and
12 committed with malice to harm Rascal's business. Rascal therefore seeks to recover
13 enhanced damages and attorneys' fees.

14 76. Tucker actively and knowingly directed the infringing conduct of New
15 Topco alleged herein, thereby rendering him individually liable for the harm such
16 infringement caused to Rascal.

17 **SIXTH CAUSE OF ACTION**

18 **CALIFORNIA UNFAIR COMPETITION**

19 (Cal. Bus. & Prof. Code § 17200)

20 (Against New Topco)

21 77. Rascal hereby repeats and realleges Paragraphs 1-38 above as though
22 fully set forth herein.

23 78. New Topco has infringed, appropriated, used and adopted the RASCAL
24 MARKS and DIRK YATES mark with the intent of causing confusion, mistake, and
25 deception as to the source of its goods and with the intent of causing harm to Rascal's
26 business.

27 79. New Topco's conduct constitutes an "unlawful, unfair or fraudulent
28 business act or practice" and an "unfair, deceptive, untrue or misleading advertising"

1 within the meaning of California Business & Professions Code Section 17200.

2 80. Rascal has been damaged by New Topco's conduct as alleged herein.

3 81. As a consequence of New Topco's unlawful actions, Rascal is entitled to
4 injunctive relief and an order that New Topco disgorge any and all profits made on
5 the manufacture, use, display, or sale of its infringing goods.
6

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Rascal respectfully prays the following relief:

- 9 1. A declaratory judgment that the License Agreement was terminated on
10 May 11, 2011;
- 11 2. In the alternative, a declaratory judgment that the License Agreement
12 expired by its terms on May 9, 2012, and Old Topco was not entitled to
13 renew because of its default on its payment obligations;
- 14 3. A declaratory judgment that New Topco does not have any rights under
15 the License Agreement;
- 16 4. An order permanently enjoining New Topco, its subsidiaries, officers,
17 affiliates, agents, directors, shareholders, parent corporations,
18 employees, partners, representatives, licensees, related companies,
19 assigns, attorneys and any and all persons, entities, or agents in active
20 concert or participation with Defendant, to refrain from manufacturing,
21 distributing, selling, marketing, or in any other way exploiting the
22 RASCAL MARKS and DIRK YATES mark, and from competing
23 unfairly with Rascal in any manner and from otherwise damaging
24 Rascal's goodwill or business reputation:
- 25 5. An order requiring New Topco to destroy and cease exploiting in any
26 way the molded body parts that embody Rascal's intellectual property
27 rights;
- 28 6. Order an accounting from both New Topco and Old Topco identifying

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all sales of products under the License Agreement and an inventory of
all product manufactured under or in violation of the License
Agreement;

7. Order that New Topco be required to account for any and all profits earned as a result of its unlawful acts;
8. Award Rascal damages and lost profits in amount to be proven at trial;
9. Grant an award of punitive damages for the willful and wanton nature of Defendant's infringement of Rascal's intellectual property;
10. Grant an award of Rascal's costs, expenses, and reasonable attorneys' fees in this action;
11. Grant such other further relief to which Rascal may be entitled as a matter of law or equity, or which the Court determines to be just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38 Rascal hereby demands a jury trial on all issues so triable.

Dated: November 9, 2012

DYKEMA GOSSETT LLP
S. Christopher Winter
Walead Esmail

By: 

S. Christopher Winter
Attorneys for Plaintiff
RASCAL VIDEO, LLC

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Central District of California

RASCAL VIDEO, LLC, a California
limited liability company,

Plaintiff

v.

World Sexy Media Investment

See Attached Defendant

CV12 09675 SVW (JCx)
Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

BY FAX

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:

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

CHRISTOPHER POWERS

Signature of Clerk or Deputy Clerk

Date: 11/13/12

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RASCAL VIDEO, LLC

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

RASCAL VIDEO, LLC, a California
limited liability company,

Plaintiff,

vs.

WORLD SEXY MEDIA
INVESTMENT, LLC, a California
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Defendants.

Case No.

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AO 440 (Rev. 12/09) 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(l))

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 <input type="checkbox"/>) RASCAL VIDEO, LLC, a California limited liability company,		DEFENDANTS WORLD SEXY MEDIA INVESTMENT, LLC, VAST RESOURCES, INC., a CA Corporation, SCOTT TUCKER, an individual and DOES 1-10, incl	
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) S. Christopher Winter [SBN 190474] DYKEMA GOSSETT LLP 333 S. Grand Avenue, Suite 2100 Los Angeles, CA 90071 213-457-1800		Attorneys (If Known)	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input 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%; font-size: small;"> <tr> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td colspan="2"></td> <td>Incorporated or Principal Place of Business in this State</td> <td colspan="2"></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td colspan="2"></td> <td>Incorporated and Principal Place of Business in Another State</td> <td colspan="2"></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> <tr> <td colspan="2"></td> <td>Foreign Nation</td> <td colspan="2"></td> </tr> </table>	PTF	DEF		PTF	DEF	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Citizen of This State	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4			Incorporated or Principal Place of Business in this State			<input type="checkbox"/> 2	<input type="checkbox"/> 2	Citizen of Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5			Incorporated and Principal Place of Business in Another State			<input type="checkbox"/> 3	<input type="checkbox"/> 3	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 6	<input type="checkbox"/> 6			Foreign Nation		
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		Incorporated and Principal Place of Business in Another State																																		
<input type="checkbox"/> 3	<input type="checkbox"/> 3	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 6	<input type="checkbox"/> 6																																
		Foreign Nation																																		

IV. ORIGIN (Place an X in one box only.) <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 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: \$** [TO BE DETERMINED]

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.)
 DECLARATORY RELIEF (DECLARATORY RELIEF ACT-28 USC §2201); SET ASIDE OF FRAUDULENT TRANSFER (UNIFORM FRAUD TRANSFERS ACT-CA CIV CODE §3439); BREACH OF CONTRACT; TRADEMARK INFRINGEMENT; UNFAIR COMPETITION (LANHAM ACT §43(a))

VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(a)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

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
Los Angeles County	

(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	

(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): _____

S. Christopher Winter

Date November 13, 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))