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14 Attorneys for Plaintiff
15 TEXTILE SECRETS INTERNATIONAL, INC.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CV08-06435 **MMM PLA_x**
Case No.

14 TEXTILE SECRETS
15 INTERNATIONAL, INC., a
16 California corporation,

17 Plaintiff,

18 vs.

19 M.M. AND R. INC. a New Jersey
20 corporation, dba ECI, dba ECI New
21 York, dba New Vision Apparel;
22 MACY'S, INC., a Delaware
23 corporation; and DOES 1 to 100,
24 inclusive,

25 Defendants.

COMPLAINT FOR:

1. COPYRIGHT INFRINGEMENT
2. VICARIOUS AND/OR CONTRIBUTORY COPYRIGHT INFRINGEMENT

DEMAND FOR JURY TRIAL

1 COMES NOW Plaintiff Textile Secrets International, Inc. (hereinafter
2 "Plaintiff" or "TSI"), by and through its undersigned attorneys, hereby prays to this
3 honorable Court for relief and remedy based on the following:

4 INTRODUCTION

5 Plaintiff is a Los Angeles-based company engaged in the apparel
6 industry as a textile converter of imported and domestic fabrications. As part of its
7 business practices, Plaintiff creates, or purchases the exclusive rights, to two-
8 dimensional works of art and files and receives copyright registrations for these
9 works. Plaintiff has these designs imprinted on fabric and makes exclusive sale of
10 this fabric to its customers. No other party is authorized to make sales of product
11 bearing Plaintiff's Proprietary designs without express permission from Plaintiff.
12 This action is brought to recover damages for direct, vicarious and contributory
13 copyright infringement arising out of the misappropriation of Plaintiff's exclusive
14 designs by the Defendants, and each of them.

15 JURISDICTION AND VENUE

16 1. This action arises under the *Copyright* Act of 1976, Title 17 U.S.C. §
17 101 *et seq.*

18 2. This Court has federal question jurisdiction under 28 U.S.C. § §
19 1331("federal question jurisdiction") 1338 (a)&(b) ("patent, copyright, trademark
20 and unfair competition jurisdiction") in that this action arises under the laws of the
21 United States and, more specifically, Acts of Congress relating to patents,
22 copyrights, trademarks, and unfair competition.

23 3. Defendants are subject to the personal jurisdiction of the Court
24 because they reside, have agents, do or transact business in, or are otherwise found
25 and have purposefully availed themselves of the privilege of doing business in,
26 California and this District.

1 whether corporate, individual or otherwise of Defendants DOES 1 through 50,
2 inclusive, are presently unknown to Plaintiff, which therefore sues said Defendants
3 by such fictitious names and will seek leave to amend this complaint to show their
4 true names and capacities when same have been ascertained.

5 9. Defendants DOES 51 through 100, inclusive, are other parties not yet
6 identified who have infringed Plaintiff's copyrights, have contributed to the
7 infringement of Plaintiff's copyrights, or have engaged in one or more of the
8 wrongful practices alleged herein. The true names, whether corporate, individual or
9 otherwise, of Defendants 51 through 10, inclusive, are presently unknown to
10 Plaintiff, which therefore sues said Defendants by such fictitious names and will
11 seek leave to amend this complaint to show their true names and capacities when
12 same have been ascertained.

13 10. Plaintiff is informed and believes and thereon alleges that at all times
14 relevant hereto each of the Defendants was the agent, affiliate, officer, director,
15 manager, principle, alter-ego, and/or employee of the remaining Defendants was at
16 all times acting within the scope of such agency, affiliation, alter-ego relationship
17 and/or employment; and actively participated in or subsequently ratified and
18 adopted, or both, each and all of the acts or conduct alleged, with full knowledge of
19 all facts and circumstances, including, but not limited to, full knowledge of each
20 and every violation of Plaintiff's rights and the damages to Plaintiff proximately
21 caused thereby.

22 **CLAIMS RELATED TO SUBJECT DESIGN**

23 11. Prior to the conduct complained of herein, on or about January 1, 2007
24 Plaintiff acquired unlimited, sole and exclusive ownership of a design which it
25 created in its office through its designers and its design staff, which design was
26 transferred to fabric. ("Subject Design"). Plaintiff allocated the Subject Design the
27 design name "GROUP-A 2007" and registered it with the United States Copyright
28 Office, which granted the Copyright Registration No. VA 1-408-545 to the design,

1 a copy of which is attached hereto as **Exhibit A** and incorporated by reference
2 herein.

3 12. At all times since the creation of the Subject Design, Plaintiff has
4 owned all worldwide right, title and interest in and to the Subject Design, including
5 the copyrights thereto.

6 13. Plaintiff formatted the Subject Design for use on textiles, sampled the
7 Subject Design and negotiated sales of fabric bearing the Subject Design.

8 14. Plaintiff is informed and believes and thereon alleges that, without
9 Plaintiff's authorization, Defendants, and each of them, purchased, sold,
10 manufactured, caused to be manufactured, imported and/or distributed fabric and/or
11 garments comprised of fabric featuring a design which is identical, or substantially
12 similar to the Subject Design in the manner depicted on **Exhibit B** attached hereto
13 and incorporated by reference herein. (hereinafter "Infringing Garments"),

14 15. At various retail stores owned and/or controlled by Defendants, and
15 each of them, Plaintiff's investigation discovered that garments comprised of fabric
16 bearing the Subject Design or a pattern substantially and/or strikingly similar to
17 Plaintiff's Subject Design were being offered for sale, which garments were
18 manufactured and/or imported under the direction of the Defendants, and each of
19 them. Plaintiff is informed and believes that thereon alleges that one or more of the
20 named Defendants owns and/or otherwise controls these labels and also
21 manufactures garments under those labels.

22 16. Plaintiff issued letters demanding Defendants cease and desist in their
23 respective infringement of Plaintiff's intellectual property rights. Despite these
24 demands, Plaintiff is informed and believes and thereon alleges that Defendants
25 continued to sell Infringing Garments and product in violation of Plaintiff's rights
26 as the copyright proprietor and owner of the Subject Design.

27 17. Plaintiff has further demanded a full accounting of the fabrics and
28 apparel incorporating or consisting of the Infringing Garments that has been

1 manufactured, distributed, offered for sale, bought and/or sold by some or all of the
2 named defendants, and each of them. Plaintiff has further demanded from these
3 defendants an accounting of the revenues and profits derived from the distribution
4 and sale of the fabrics and apparel incorporating or consisting of the Infringing
5 Garments.

6 18. Plaintiff, through its counsel sent a demand to Cease and Desist letter
7 dated May 12, 2008 to Defendant, Macy's, Inc. Demand was made that Macy's,
8 Inc. Cease and Desist from all advertising, promotion, offering for sale and
9 shipment of said infringing garments with the Subject Design and recall all
10 merchandise from all parties to which it has been delivered and to confirm in
11 writing with ten days from the receipt of the letter (May 22, 2008). Macy's, Inc.
12 did not respond that it would comply with the Cease and Desist request and based
13 on information and belief, continued to sell the infringing garments with Plaintiff's
14 Subject Design with knowledge that the defendant's conduct constitutes copyright
15 infringement to the public. A true and correct copy of Plaintiff's subject Cease and
16 Desist letter is attached hereto as **Exhibit C**.

17 19. Plaintiff through its counsel sent a demand to Cease and Desist letter
18 dated May 30, 2008 to Defendant, MM&R. Demand was made that MM&R. Cease
19 and Desist from all advertising, promotion, offering for sale and shipment of said
20 infringing garments with the Subject Design and recall all merchandise from all
21 parties to which it has been delivered and to confirm in writing with ten days from
22 the receipt of the letter (May 22, 2008). MM&R. did not respond that it would
23 comply with the Cease and Desist request and based on information and belief,
24 continued to sell the infringing garments with Plaintiff's Subject Design with
25 knowledge that the defendant's conduct constitutes copyright infringement to the
26 public. A true and correct copy of Plaintiff's subject Cease and Desist letter is
27 attached hereto as **Exhibit D**.

FIRST CLAIM FOR RELIEF

(For Copyright Infringement – Against All Defendants, and each of them)

20. Plaintiff repeats, re-alleges and incorporates herein by reference as though fully set forth the allegations contained in Paragraph 1 through 19, inclusive, of this Complaint.

21. The Subject Design is an original work of authorship and constitutes copyrightable subject matter under the laws of the United States. The Subject Design has been printed on paper, exists in digital medium in a number of locations, and has been applied to numerous articles of clothing and related items manufactured and sold in the United States and abroad by Plaintiff.

22. At all times since the creation of the Subject Design, Plaintiff has complied with all aspects of the Copyright Acts of 1909 and 1976 and all other laws governing copyright, and secured the exclusive rights and privileges in and to the Subject Design. Plaintiff has at all times been the sole proprietor of all rights, title, and interest in and to the copyright in the Subject Design, and received from the Register of Copyrights a Certificate of Registration. Attached hereto as (**Exhibit A**) is a true and correct copy of said registration.

23. Subsequent to Plaintiff's publication of the Subject Design, and (on information and belief) with full knowledge of the rights of Plaintiff therein, Defendants infringed said copyright by copying said graphic and placing such image on Infringing Garments, and by selling such Infringing Garments in California, elsewhere in the United States, and abroad.

24. All of Defendants' acts were performed without the permission, license or consent of Plaintiff.

25. Defendants' conduct constitutes infringement of Plaintiff's rights in Plaintiff's Subject Design in violation of 17 U.S.C. §101 et seq.

26. Defendants' conduct has caused and continues to cause great and irreparable injury, loss and damage to Plaintiff and its ownership rights in

1 Plaintiff's Pattern, and, unless such acts are enjoined, they will continue to cause
2 such injury. Plaintiff has no adequate remedy at law.

3 27. Plaintiff is entitled to an injunction restraining defendants, their
4 officers, directors, agents, employees, representatives and all persons acting in
5 concert with them from engaging in further such acts of copyright infringement.

6 28. Due to Defendants' acts of infringement, Plaintiff has suffered
7 substantial damages to its business in an amount to be established at trial.

8 29. Due to Defendants' acts of infringement, Plaintiff has suffered general
9 and special damages in an amount to be established at trial.

10 30. Due to Defendants' acts of copyright infringement as alleged herein,
11 Defendants, and each of them, have obtained direct and indirect profits they would
12 not otherwise have realized but for their infringement of the Subject Design. As
13 such, Plaintiff is entitled to disgorgement of Defendant's profits directly and
14 indirectly attributable to defendant's infringement of the Subject Design in amounts
15 which are not yet ascertainable but which are estimated to be not less than the
16 jurisdictional minimum of this Court.

17 31. Plaintiff is informed and believes and thereon alleges that Defendants,
18 and each of them, have continued to import, manufacture, cause to be manufactured
19 and/or sell Infringing Garments after Plaintiff demanded that they cease and desist
20 from engaging in same. Therefore, Defendants' acts of copyright infringement as
21 alleged above were, and continue to be, willful, intentional and malicious with
22 reckless disregard of the copyright holders rights, subjecting Defendants, and each
23 of them, to liability for statutory damages under Section 50(c)(2) of the Copyright
24 Act in the sum of up to one hundred fifty thousand dollars (\$150,000) per
25 infringement. Further, Defendants', and each of their, willful and intentional
26 misappropriation and/or infringement of Plaintiff's copyrighted Subject Design
27 renders Defendants, and each of them, liable for statutory damages as described
28

1 herein. Within the time permitted by law, Plaintiff will make its election between
2 actual damages and statutory damages.

3 **SECOND CLAIM FOR RELIEF**

4 (For Vicarious and/or Contributory Copyright Infringement – Against All
5 Defendants)

6 32. Plaintiff repeats, re-alleges and incorporates herein by reference as
7 though fully set forth the allegations contained in Paragraph 1 through 31,
8 inclusive, of this Complaint.

9 33. Plaintiff is informed and believes and thereon alleges that Defendants,
10 and each of them, knowingly induced, participated in, aided and abetted in and
11 resultantly profited from the illegal reproduction, importation, purchase,
12 distribution and/or sales of product featuring the Subject Design as alleged
13 hereinabove.

14 34. Plaintiff is informed and believes and thereon alleges that Defendants,
15 and each of them, are vicariously liable for the infringement alleged herein because
16 they had the right and ability to supervise the infringing conduct and because they
17 had a direct financial interest in the infringing conduct.

18 35. Defendants' conduct has caused and continues to cause great and
19 irreparable injury, loss and damage to Plaintiff and its ownership rights in
20 Plaintiff's Pattern, and, unless such acts are enjoined, they will continue to cause
21 such injury. Plaintiff has no adequate remedy at law.

22 36. Plaintiff is entitled to an injunction restraining defendants, their
23 officers, directors, agents, employees, representatives and all persons acting in
24 concert with them from engaging in further such acts of copyright infringement.

25 37. By reason of the Defendants', and each of their acts of contributory
26 and/or vicarious infringement as alleged above, Plaintiff has suffered and will
27 continue to suffer substantial damages to its business in amounts which are not yet
28 ascertainable but which are estimated to be not less than the jurisdictional minimum

1 of this court, as well as additional general and special damages in an amount to be
2 established at trial.

3 38. Due to Defendants' acts of contributory and/or vicarious copyright
4 infringement as alleged herein, Defendants, and each of them, have obtained direct
5 and indirect profits they would not otherwise have realized but for their
6 infringement of the Subject Design. As such, Plaintiff is entitled to disgorgement of
7 Defendants' profits directly indirectly attributable to Defendants' infringement of
8 the Subject Design, in an amount to be established at trial.

9 39. Plaintiff is informed and believes and thereon alleges that Defendants,
10 and each of them, have continued to manufacture and/or sell Infringing Garments
11 after Plaintiff demanded that they cease and desist from engaging in the same.
12 Therefore, Defendants' acts of copyright infringement as alleged above were, and
13 continue to be, willful, intentional and malicious with reckless disregard of the
14 copyright holders rights, subjecting Defendants, and each of them, to liability
15 therefore, including statutory damages under Section 504(c)(2) of the Copyright
16 Act in the sum of one hundred fifty thousand dollars (\$150,000) per infringement.
17 Further Defendants', and each of their, willful and intentional misappropriation
18 and/or infringement of Plaintiff's copyrighted Subject Design renders Defendant,
19 and each of them, liable for statutory damages as described herein. Within the time
20 permitted by law, Plaintiff will make is election between actual damages and
21 statutory damages.

22 **PRAYER FOR RELIEF**

23 Wherefore, Plaintiff prays for judgment as follows:

24 **Against All Defendants**

25 1. **With Respect to Each Claim for Relief**

26 a. That Defendants, their agents and servants to be enjoined from
27 infringing Plaintiff's copyright in any manner;
28

1 b. That Plaintiff be awarded all profits of Defendants plus all losses of
2 Plaintiff, the exact sum to be proven at the time of trial, or, if elected before final
3 judgment, statutory damages as available under the Copyright Act, 17 U.S.C. §
4 101 et seq.;

5 c. The plaintiff be awarded its attorneys' fees as available under the
6 Copyright Act, U.S.C. § 101 et seq.;

7 d. The defendant, and each of them, account to Plaintiff for their profits
8 and any damages sustained by Plaintiff arising from the foregoing acts of
9 infringement;

10 e. That Plaintiff be awarded pre-judgment interest as allowed by law;

11 f. That Plaintiff be awarded its attorneys' fees and the costs of this
12 action;

13 g. That Plaintiff be awarded such further legal and equitable relief as the
14 Court deems proper.

15 DATED: September 29, 2008

16 BLEAU / FOX, a Professional Law
17 Corporation

18 By: 

19 THOMAS P. BLEAU, ESQ.
20 Attorneys for Plaintiff
21 TEXTILE SECRETS
22 INTERNATIONAL, INC.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury in this action pursuant to F.R.C.P. 8 and the Seventh Amendment of the Constitution.

DATED: September 29, 2008

BLEAU / FOX, a Professional Law Corporation

By. 

THOMAS P. BLEAU, ESQ.
Attorneys for Plaintiff
TEXTILE SECRETS
INTERNATIONAL, INC.

EXHIBIT “A”

Certificate of Registratic



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
Register of Copyrights, United States of America



Form VA

For a Work of the Visual Arts
ARTIST'S ESTATE COPYRIGHT OFFICE

REC-1

VA 1-408-545



EFFECTIVE DATE OF REGISTRATION

2-28-07
Month Day Year

NATURE OF THE WORK

NATURE OF THE WORK ☒ See InstructionsTitle of This Work ☒

GROUP-A 2007

FABRIC DESIGN

Previous or Alternative Titles ☒

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ☒

If published in a periodical or serial give: Volume ☒Number ☒Issue Date ☒On Page ☒NAME OF AUTHOR ☒

a TEXTILE SECRETS INTERNATIONAL

DATES OF BIRTH AND DEATH

Year Born ☒Year Died ☒Was this contribution to the work a work made for hire? ☒ Yes ☐ No

Author's Nationality or Domestic Name of Country

OR ☐ Citizen of ☒ United States ☐ Domiciled in ☒ United StatesWas This Author's Contribution to the Work Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

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

Nature of Authorship: Check appropriate box(es). See Instructions

☐ 3 Dimensional sculpture☐ Map☐ Technical drawing☒ 2 Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural workName of Author ☒

Dates of Birth and Death

Year Born ☒Year Died ☒Was this contribution to the work a work made for hire? ☐ Yes ☒ No

Author's Nationality or Domestic Name of Country

OR ☐ Citizen of ☐ Domiciled inWas This Author's Contribution to the Work Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

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

Nature of Authorship: Check appropriate box(es). See Instructions

☐ 3 Dimensional sculpture☐ Map☐ Technical drawing☐ 2 Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

Year in Which Creation of This Work Was Completed

2007

Date and Nature of First Publication of This Particular Work

This information must be given ONLY if this work has been published.

Month Jan

Day 01

Year 2007

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ☒

Textile Secrets International
305 E 9th St#322
Los Angeles, CA 90015

APPLICATION RECEIVED

FEB 28 2007

ONE DEPOSIT RECEIVED

FEB 28 2007

TWO DEPOSITS RECEIVED

FEB 28 2007

FUNDS RECEIVED

MORE ON BACK ☒ Complete all appropriate spaces (numbers 2-6) on the reverse side of this page.
☒ See detailed instructions. ☒ Sign the form at the 4.

DO NOT WRITE HERE
Page 1 of 6 pages

NOTE

Under the law the author of a work made for hire is generally the employer, not the employee (see instruction 10). For any part of this work that was made for hire, check "Y" in the space provided, give the employer (or other person for whom the work was prepared) as Author of that part, and leave the space for dates of birth and death blank.

* Added by C.O. per telephone conversation of 6-13-2007
with Ring Yanga, authorized agent for Textile Secrets
International

EXAMINED BY	<i>[Signature]</i>	FORM VA
CHECKED BY	<i>[Signature]</i>	
CORRESPONDENCE		FOR COPYRIGHT OFFICE USE ONLY
<input type="checkbox"/> Yes		

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

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

☐ Yes ☐ No. If your answer is [Yes], why is another registration being sought? (Check appropriate box.)

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

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

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

If your answer is [Yes], give Previous Registration Number

Year of Registration

5

DERIVATIVE WORK OR COMPILATION Complete both agent 6a and 6b for a derivative work, complete only 6b for a compilation

a. Framing Material. Identify any preexisting work or works that this work is based on or incorporates

N/A

a
See instructions
before completing
this space

6

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

N/A

b

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

Name

Account Number

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent: Name/Address/Apt/City/State/Zip

Textile Secrets International
305 E 9th Street, Ste#322
Los Angeles, CA 90015

Area code and daytime telephone number (213-623-4393

Fax number 213-627-2025

Email

a

b

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

check only one ☐ author
☐ other copyright claimant
☐ owner of exclusive right(s)
Attributed agent of

Textile Secrets Int'l
Name of author or other copyright claimant, or owner of exclusive right(s)

8

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

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

Shawn Parroky

Date

Handwritten signature (X)

Certificates
will be
mailed in
window
envelope
to this
address

Name

Textile Secrets International

Number/Street/Apt

305 E 9th Street Ste#322

City/State/ZIP

Los Angeles, CA 90015

Complete all questions if space
shows your application is space 5

1. Copyright fee
2. Information fee (to check or merely
order records to Copyright Office)
3. Other fee

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20540-4001

9

U.S. GOVERNMENT Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 405, or in any written statement that is submitted with the application, shall be fined not more than \$5,000.

Continuation Sheet for Application Forms

- This Continuation Sheet is used in conjunction with Forms CA, PA, SE, SR, TX, and VA only. Indicate which basic form you are continuing in the space in the upper right-hand corner.
- Try to fit the information called for into the spaces provided on the basic form.
- If you do not have enough space on the basic form, use this Continuation Sheet, and submit it with the basic form.
- If you submit this Continuation Sheet, clip (do not tape or staple) it to the basic form and fold the two together before submitting them.
- Space A of this sheet is intended to identify the basic application.
- Space B is a continuation of space 2 on the basic application.
- Space B is not applicable to Short Forms.
- Space C (on the reverse side of this sheet) is for the continuation of Spaces 1, 4, or 6 on the basic application, or for the continuation of Space 1 on any of the three Short Forms PA, TX, or VA.

Form **VA/CON**
UNITED STATES COPYRIGHT OFFICE

VA 1-408-545



PA PAU SE SEB SER SR TX TXU VA VAU

EFFECTIVE DATE OF REGISTRATION

2-28-2007

(Month) (Day) (Year)

CONTINUATION SHEET RECEIVED
FEB 28 2007

Page 3 of 6 pages

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

IDENTIFICATION OF CONTINUATION SHEET: This sheet is a continuation of the application for copyright registration on the basic form submitted for the following work.

- **TITLE:** Give the title as given under the heading "Title of this Work" in space 1 of the basic form.

GROUP-A 2007

A

Identification
of
Application

- **NAMES AND ADDRESSES OF COPYRIGHT CLAIMANT(S):** Give the name and address of at least one copyright claimant as given in space 4 of the basic form or space 2 of any of the Short Forms PA, TX, or VA.

TEXTILE SECRETS INTERNATIONAL

305 E 9th Street, Ste#322, Los Angeles CA 90015

NAME OF AUTHOR ✓

DATES OF BIRTH AND DEATH

Year Born ✓ Year Died ✓

TEXTILE SECRETS INTERNATIONAL

B

Continuation
of Space 2

Was this contribution to the work a "work made for hire"?

☒ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of > USA
Domiciled in > USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP: Briefly describe nature of the material created by the author in which copyright is claimed. ✓

NAME OF AUTHOR ✓

DATES OF BIRTH AND DEATH

Year Born ✓ Year Died ✓

e

Was this contribution to the work a "work made for hire"?

☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of > _____
Domiciled in > _____

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP: Briefly describe nature of the material created by the author in which copyright is claimed. ✓

NAME OF AUTHOR ✓

DATES OF BIRTH AND DEATH

Year Born ✓ Year Died ✓

f

Was this contribution to the work a "work made for hire"?

☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of > _____
Domiciled in > _____

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP: Briefly describe nature of the material created by the author in which copyright is claimed. ✓

Use the reverse side of this sheet if you need more space for continuation of spaces 1, 4, or 6 of the basic form or for the continuation of Space 1 on any of the Short Forms PA, TX, or VA.

CONTINUATION OF (Check which):

☒ Space 1☐ Space 4☐ Space 6**C**Continuation
of other
Spaces

GROUP - A 2007

STYLE NO & ALTERNATIVE NAMES

1 ANH/357	"Tiffany Pop"
2 ANH/303	"Rose Nouveaux"
3 ANH/330	"Duo Flower"
4 ANH/373	"Olivia Pop"
- 5 AU/07AD045S	"Chuckles"
- 6 AU/06AD626S	"Kiko"
7 AU/07AD005S	"Sparkles"
8 AU/06AD9S	"Barucci"
9 AU/06AD192	"Nouveau Bloom"
10 GP 713	"Multi Feathers"
11 GP 248	"Hounds Tooth"
12 GP 692	"Heather"
13 GP 703	"Concord"
14 GP 709	"Natalia"
15 GP 711 & LJWB 2460	"Whatever"
16 HUA/035	"Q Bert"
17 HUA/034	"Lille"
18 HQ/102	"Bay Chester"
19 LJWB 249	"Fantasie Nouveau"
20 LES/017	"Shield"
21 SIC/021	"Ripple"
22 SIC/023	"Greek"
23 SIC/022	"Rocket"
24 SIC/018	"George"
25 SIC/020	"Hounddig"
26 SIC/019	"Angel Angel"
27 SIC/015	"Dot Spots"
28 SIC/013	"Wilma"
29 SIC/010	"Leo"
30 SIC/017	"Mad"

Certificate
will be
mailed in
envelope
to this
address

Name <input type="checkbox"/>	Textile Secrets International
Number/Street/Pl <input type="checkbox"/>	305 E 9th Street Suite#322
City/State/Zip <input type="checkbox"/>	Los Angeles, CA 90015

Complete all necessary spaces
Sign your application**D**

1. Application fees
2. Application fee for check or
money order payable to Registrar
of Copyrights
3. Deposit fee

Library of Congress Copyright Office
332 Independence Avenue, NE
Washington, DC 20540-4070

EXHIBIT “B”



EXHIBIT “C”

BLEAU FOX

A PROFESSIONAL LAW CORPORATION

3575 CAHUENGA BLVD. WEST, SUITE 580
LOS ANGELES, CALIFORNIA 90068
(323) 874-8613
FACSIMILE (213) 874-1234

IN ASSOCIATION WITH
LAW OFFICES OF H. TROY FARAHMAND
DIRECT LINE (310) 560-0606
FACSIMILE (310) 829-0225
EMAIL - HTFLAW@AOL.COM

SENT VIA UPS (1Z6967XW0290116841)

Monday, May 12, 2008

**Legal Department
c/o MACY'S INC.
7 West Seventh Street
Cincinnati, OH 45202
Phone 513-579-7000
Facsimile 513-579-7555**

**Re: Our Client: Textile Secrets International, Inc.
Certificate of Copyright Title: GROUP A 2007
Certificate of Copyright No.: VA 1 408 545
Infringing Product Design No.: SIC/013**

**DEMAND TO CEASE AND DESIST OF INFRINGEMENT OF PROPRIETARY
RIGHTS & VIOLATIONS OF COPYRIGHT LAWS**

Dear Sir or Madam:

This office represents Textile Secrets International, Inc. ("TSI") for purposes of prosecuting the infringement of its intellectual property rights. As such, please direct all further communications concerning this matter to this office only. Any contact with my client in regards to this matter without this office's express written approval will be construed a violation and will be dealt with in the most severe manner possible. Our investigation has recently revealed your company, Macy's, Inc. ("Macy's"), have been and currently still are marketing, distributing and/or offering for sale garments which infringe our client's rights in a two-dimensional artwork which has been registered with the United States Copyright Office and has been allocated the copyright identification number set forth above ("Subject Design"). Any production and distribution for sale or otherwise of fabric or garments bearing the Subject Design by your company are unauthorized and constitute a violation of our client's intellectual property rights under federal copyright law.

Legal Department
c/o Macy's Inc.
5/12/2008
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Specifically, your sales of these garments constitute a violation of 17 U.S.C. § 501 et seq, ("Copyright Act"). Under the Copyright Act, your company is liable for all profits realized through the sales of infringing goods, all damages incurred by our client as a result of these sales, attorneys' fees, costs and pre-judgment interest. In the alternative, under 17 U.S.C. § 504(c), your company may be liable for statutory damages of up to One Hundred and Fifty Thousand Dollars (\$150,000.00).

Attached hereto is a photograph of the infringing garment sold by your company. You have marketed and sold these infringing garments, which bear internal design code VA 1-421-398 through your retail outlets for profit.

This correspondence shall serve as our client's formal demand that your company immediately **cease and desist** from all advertising, promotion, offering for sale and shipment of said garments with the Subject Design and recall all merchandise from all parties to which it has been delivered to. This correspondence shall further serve as our client's demand for an accounting of the following information:

1. The name, address, email and telephone number of the wholesaler or manufacturer, or both, who provided the infringing garments to your company;
2. The name, address, email, telephone number and company affiliation of the sales representatives(s) responsible for the transaction by which you obtained the infringing garments and/or the fabric comprising the infringing garments.
3. The name, address and telephone number of any company involved in the production of the infringing garments;
4. The name, address and telephone number for any company(ies) that manufactured Subject Garments, either domestically or internationally.
5. The name, address telephone number for any company(ies) that brokered any transactions involving fabric printed with Subject Design and/or transactions involving Subject Garments.
6. The name, address and telephone number of and price paid to any party used in the delivery of the infringing fabric or garments;
7. The name of and full contact information of any individuals or entities which Macy's supplied the said garments to;
8. The purchase price per unit Macy's paid to the wholesaler or manufacturer or both, who provided the infringing fabric to Macy's;
9. The total quantity of the infringing garments units Macy's or its affiliates sold at any time up to and including the present;
10. The amount of profits derived by your company and its affiliates from the sale of the Subject Garments at any time up to and including the present;
11. Detailed current inventory reports of any such garments;

Legal Department
c/o Macy's Inc.
5/12/2008
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12. Copy of Macy's's Commercial General Insurance policy;
13. A description and identification of any additional products your purchased from the wholesaler or manufacturer, or both, who provided this item to your company.

This information must be provided with accompanying documentation, including financial and other business records, supporting the responses given to these questions.

Macy's and its affiliates may be held liable for copyright infringement or contributory and/or vicarious copyright infringement, unfair competition or all three, for any infringing activity. Our client reserves the right to seek damages against Macy's in the form of statutory penalties, lost profits, disgorgements of profits, attorneys' fees, cost of suit and interest. Any continuing violations of our client's intellectual property rights, or any knowing, past violations of those rights, many subject you to punitive or willful infringement damages.

Demand is hereby made that you confirm on behalf of Macy's in writing by May 22, 2008. That Macy's has ceased and desisted from all advertising, promotion, offering for sale and shipment of said garments with the Subject Design and has recalled all merchandise from all parties to which it has been delivered to. At that time Macy's must also produce the documentation requested herein. Should Macy's fail or refuse to cease and desist from its wrongful conduct, or to provided an appropriate accounting, TSI will have no alternative but to file a complaint against Macy's seeking immediate injunctive relief, as well as compensatory, statutory and punitive damages, attorneys' fees and cost of suit.

This letter does not waive or limit, in any manner, any of our client's rights, including without limitation, the right to seek damages against Defendant and its affiliates for past and present violations of TSI's intellectual property rights, all of witch rights are reserved to the fullest extent of law and equity.

Your prompt attention to this matter is strongly urged. If you have any questions, please feel free to contact our office.

Very truly yours,

H. Troy Farahmand
(310) 560-0606

Kka/es

cc: Textile Secrets International, Inc.

Certificate of Registratic



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



Form VA

For a Work of the Visual Arts
OFFICIAL STATE COPYRIGHT OFFICE

REG

VA 1-408-545



EFFECTIVE DATE OF REGISTRATION

2-28-07

LATE CONTINUATION SHEET

NATURE OF THIS WORK See Instructions

1

Title of This Work

GROUP-A 2007

FABRIC DESIGN

Previous or Alternative Titles

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume

Number

Issue Date

On Page

2

NOTE

Under the law, the author of a work made for hire is generally the employer, not the employee (see instructions). For any part of this work that was made for hire, check the box in the space provided, give the employer (or other person for whom the work was prepared) as author of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR

TEXTILE SECRETS INTERNATIONAL

DATES OF BIRTH AND DEATH

Year Born

Year Died

Was this contribution to the work a work made for hire?

☒ Yes☐ No

Author's Nationality or domicile

Name of Country

United States

OR: Office of

United States

Domiciled in

Was This Author's Contribution to the Work

Anonymous?

☐ Yes☐ No

Pseudonymous?

☐ Yes☐ No

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

Nature of Authorship: Check appropriate box(es). See Instructions.

☐ 3 Dimensional sculpture☐ Map☐ Technical drawing☒ 2 Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

Name of Author

Dates of Birth and Death

Year Born

Year Died

Was this contribution to the work a work made for hire?

☐ Yes☐ No

Author's Nationality or domicile

Name of Country

OR: Office of

Domiciled in

Was This Author's Contribution to the Work

Anonymous?

☐ Yes☐ No

Pseudonymous?

☐ Yes☐ No

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

Nature of Authorship: Check appropriate box(es). See Instructions.

☐ 3 Dimensional sculpture☐ Map☐ Technical drawing☐ 2 Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

3

Year in Which Creation of This Work Was

Completed

2007

This information must be given in all cases.

Date and Nation of First Publication of This Particular Work

Complete this information only if this work has been published.

Month

JAN

Day

01

Year 2007

Nation

USA

4

See instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Textile Secrets International
305 E 9th St#322
Los Angeles, CA 90015

Transfer: If the claimant(s) named here is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED

FEB 28 2007

ONE DEPOSIT RECEIVED

FEB 28 2007

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MOVE ON BACK

Complete all applicable spaces (numbers 1-4) on the reverse side of this page.

See detailed instructions.

Sign the form at the 8.

DO NOT WRITE HERE

Page 1 of 2 pages

EXHIBIT “D”

BLEAU FOX

A PROFESSIONAL LAW CORPORATION

3575 CAHUENGA BLVD. WEST, SUITE 580
LOS ANGELES, CALIFORNIA 90068
(323) 874-8613
FACSIMILE (213) 874-1234

IN ASSOCIATION WITH
LAW OFFICES OF H. TROY FARAHMAND
DIRECT LINE (310) 560-0606
FACSIMILE (310) 829-0225
EMAIL - HTFLAW@AOL.COM

SENT VIA E-MAIL & FACSIMILE

Friday, May 30, 2008

ALLAN MILLER
c/o ECI (aka) NEW VISION APPAREL (aka) MM & R INC
512 7TH AVE 30 FL
NEW YORK, NY 10018
TEL: 212/302-2244
FAX: 212/302-2399
amiller@ecinewyork.com

Counsel- Ken Schachter
TEL: 212/730-1900
krschachter@ssgpc.com

**Re: Our Client: Textile Secrets International, Inc.
Certificate of Copyright Title: GROUP A 2007
Certificate of Copyright No.: VA 1 408 545
Infringing Product Design No.: SIC/013**

**DEMAND TO CEASE AND DESIST VIOLATIONS OF COPYRIGHT LAWS –
ACTION TO BE TAKEN PURSUANT TO 17.U.S.C. § 501 et seq.**

Dear Sirs:

This office represents Textile Secrets International, Inc. ("TSI") for purposes of prosecuting the infringement of its intellectual property rights. As such, please direct all further communications concerning this matter to this office only. Any contact with my client in regards to this matter without this office's express written approval will be construed a violation and will be dealt with in the most severe manner possible. Our investigation has recently reveled your company, ECI (aka) NEW VISION APPAREL (aka) MM & R INC ("ECI"), to be producing, manufacturing, distributing and/or

ALLAN MILLER
Ken Schachter
c/o ECI
5/30/2008
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offering for sale garments which infringe our client's rights in a two-dimensional artwork which has been registered with the United States Copyright Office and been allocated the copyright they copy right identification number set forth above (Subject Design"). Any production and distribution for sale or otherwise of fabric or garments bearing the Subject Design by your company are unauthorized and constitute a violation of our client's intellectual property rights under federal copyright law.

Specifically, your sales of these garments constitute a violation of 17 U.S.C. § 501 et seq. (Copyright Act") Under the Copyright Act, your company is liable for all profits realized through the sales of infringing goods, all damages incurred by our client as a result of these sales, attorneys' fees, costs and pre-judgment interest. In the alternative, under 17 U.S.C. § 504(c), your company may be liable for statutory damages of up to One Hundred and Fifty Thousand Dollars (\$150,000.00).

From your own admissions and not verified by Macy's, Inc. attached hereto is a photograph of the infringing garment sold by your company. You have marketed and sold these infringing garments, which bear internal design code VA 1 408 545 to retail outlets, including without limitation, Macy's.

This correspondence shall serve as our client's formal demand that your company immediately **cease and desist** from all sales of fabric garments discussed herein. This correspondence shall further serve as our client's demand for an accounting of the following information:

1. The total quantity of the infringing fabric your company manufactured and/or purchased at any time up to and including the present;
2. The total quantity of the infringing garments and/or fabric your company sold at any time up to and including the present;
3. The purchase price per unit your company paid to the wholesaler or manufacturer or both, who provided the infringing fabric to company;
4. The purchase price paid per unit of printed fabric;
5. The name, address and telephone number of any party involved in the creation/acquisition of the infringed design;
6. Any documentation regarding any license, assignment or transfer of any kind regarding the use of the infringed design and the name, address and telephone number of any party involved in that transaction, including but not limited to, legal representation;
7. The name, address and telephone number of and purchase price paid to any converter who provided the infringing fabric to the company;
8. The name, address and telephone number of and purchase price paid to any mill that provided the infringing fabric to the company.
9. The name, address and telephone number of and price paid to any importer/exporter involved in the delivery of the infringing fabric and garments;

ALLAN MILLER
Ken Schachter
c/o ECI
5/30/2008
Page 3 of 4

10. The name, address and telephone number of and price paid to any party used in the delivery of the infringing fabric or garments;
11. The name of any party involved in cutting, sewing, stitching, and any other aspect of producing garments from the infringing fabric;
12. The total quantity of the infringing garments sold to date;
13. The total quantity of the infringing printed fabric;
14. The sales price per unit of the infringing garments sold to date;
15. The name, address and telephone number of the wholesaler or manufacturer, or both, who provided the infringing garments to your company.
16. The name, address and telephone number of any retailers to which your company sold the infringing garments;
17. A description and identification of any additional products your purchased from the wholesaler or manufacturer, or both, who provided this item to your company; and
18. The amounts of profits derived by your company its affiliates from the sale of the infringing garments at any time to and including the present.
19. The name, address, telephone number and company affiliation of the individual(s) responsible for providing you company with Subject Design;
20. The name, address and telephone number of any company to which your company provided the Subject Design;
21. The name, address and telephone number of any company involved in the production of the infringing garments;
22. The amount of profits derived by your company and its affiliates from the sale of the Subject Garments at any time up to and including the present;
23. The name, address, telephone number and company affiliation of the sales representatives(s) responsible for the transaction by which you obtained the infringing garments and/or the fabric comprising the infringing garments.
24. The name, address telephone number for any compan(ies) that printed fabric bearing the Subject Design.
25. The name, address telephone number for any compan(ies) that brokered any transactions involving fabric printed with Subject Design and/or transactions involving Subject Garments.
26. The name, address and telephone number for any coman(ies) that manufactured Subject Garments, either domestically or internationally.
27. The United States Custom Enter Number(s) for shipment(s) of: any fabric bearing the Subject Design, and/or any shipment of Subject Garments and/or any shipment of greige goods used in the production of the Subject Garments.

This information must be provided with accompanying documentation, including financial and other business records, supporting the responses given to these questions.

ALLAN MILLER
Ken Schachter
c/o ECI
5/30/2008
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ECI and its affiliates may be held liable, but not limited to copyright infringement or contributory and/or vicarious copyright infringement, unfair competition or all three, for any infringing activity. Our client reserves the right to seek damages against ECI in the form of statutory penalties, lost profits, disgorgements of profits, attorneys' fees, cost of suit and interest. Any continuing violations of our client's intellectual property rights, or any knowing, past violations of those rights, may subject you to punitive or willful infringement damages.

Demand is hereby made that you confirm on behalf of ECI in writing by June 6th, 2008. That ECI has ceased and desisted from the sale of the infringing garments utilizing our client's designs. At that time ECI must also produce the documentation requested herein. Should ECI fail or refuse to cease and desist from its wrongful conduct, or to provide an appropriate accounting, TSI will have no alternative but to file a complaint against ECI seeking immediate injunctive relief, as well as compensatory, statutory and punitive damages, attorneys' fees and cost of suit.

This letter does not waive or limit, in any manner, any of our client's rights, including without limitation, the right to seek damages against Defendant and its affiliates for past and present violations of TSI's intellectual property rights, all of which rights are reserved to the fullest extent of law and equity.

Your prompt attention to this matter is strongly urged. If you have any questions, please feel free to contact our office.

Very truly yours,

/htf e-sig/
H. Troy Farahmand
(310) 560-0606

Kka/es

cc: Textile Secrets International, Inc.

cc: Fawn M. Horvath - Senior Counsel Macy's- fawn.horvath@macys.com

& Jay L. Monitz - Associate General Counsel Macy's- jay.monitz@macys.com