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7 **Attorneys for Plaintiffs**

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

10 **Western Division**

11 AMARU ENTERTAINMENT, INC., a  
12 Delaware Corporation; and, AMARU-  
13 AWA MERCHANDISING, INC., a  
14 California Corporation,

15 Plaintiffs,

16 vs.

17 XO JEANS, INC., a New Jersey  
18 Corporation; CROSSOVER SPORTS,  
19 INC., a New Jersey Corporation,  
20 YOUNG CHOI AKA DAVID CHOI as  
21 an individual and doing business as and  
22 as the alter ego of XO JEANS, INC. and  
23 CROSSOVER SPORTS, INC.; and,

24 Does 1 to 10,

25 Defendants.

Case No.:

**CV07-08319**

**ABC JTLX**

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF FOR:**

1. **Federal Trademark Infringement (15 USC § 1114);**
2. **Unfair Competition and False Advertising (15 USC § 1125, et seq.)**
3. **Commercial Appropriation of Name and Likeness (California Civil Code § 3344.1)**
4. **False Advertising (Common Law and California Business and Professions Code § 17200 et seq.)**
5. **Unfair Competition (Common Law)**

**DEMAND FOR JURY TRIAL**

**BY FAX**

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1 Plaintiffs Amaru Entertainment, Inc. (“AMARU”) and Amaru-AWA  
2 Merchandising, Inc., (“AMARU-AWA”), collectively “Plaintiffs” complain as  
3 follows:

4 **NATURE OF THE ACTION**

5 1. This is an action for (a) Federal Trademark Infringement under 15 USC  
6 § 1114 and the Federal Lanham Act; (b) Unfair Competition and False Advertising  
7 under 15 USC § 1125 and the Federal Lanham Act; (c) Commercial Appropriation  
8 of Name and Likeness of a Deceased Personality under California Civil Code §  
9 3344.1; (d) False Advertising and Unfair Competition under California Business and  
10 Professions Code § 17200 et seq.; and (e) Unfair Competition under Common Law.

11 2. AMARU is the owner of the trademarks “2PAC,” “Tupac Shakur” and  
12 AMARU’s logo, a cross design, as well as the Rights of Publicity under California  
13 Civil Code § 3344.1 of the name, image and likeness of the late Tupac Shakur.  
14 AMARU-AWA is the exclusive licensee of those rights, as more fully described  
15 below.

16 3. Defendants, and each of them, are or were in the business of  
17 manufacturing, distributing, advertising and selling various clothing merchandise  
18 both through retail stores and through the Internet. Defendants, without  
19 authorization of AMARU or AMARU-AWA, designed, produced, manufactured,  
20 advertised and sold jeans and hats bearing the image of the late Tupac Shakur and/or  
21 marks identical or confusingly similar to AMARU’s “2PAC,” “Tupac Shakur” and  
22 the cross logo to the general public.

23 **THE PARTIES**

24 4. At all relevant times mentioned hereinafter Plaintiff AMARU is a  
25 Delaware Corporation, licensed to do business in the State of California with its  
26 principal place of business in Los Angeles County, California.

27 5. At all relevant times mentioned hereinafter Plaintiff AMARU-AWA is  
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1 a California Corporation, licensed to do business in the State of California with its  
2 principal place of business in Los Angeles County, California.

3 6. Upon information and belief, at all relevant times mentioned hereinafter  
4 Defendant XO JEANS, INC. ("XO") is a corporation licensed to do business in the  
5 State of New Jersey with a principal place of business at 1169 Edgewater Ave.,  
6 Ridgefield, NJ 07657 and on the internet at www.xojeans.com.

7 7. Upon information and belief, at all relevant times mentioned  
8 hereinafter, Defendant CROSSOVER SPORTS, INC. ("CROSSOVER") is a  
9 corporation licensed to do business in the State of New Jersey with a principal place  
10 of business at 1169 Edgewater Ave., Ridgefield, NJ 07657.

11 8. Upon information and belief, at all relevant times mentioned hereinafter  
12 Defendant YOUNG CHOI a.k.a. DAVID CHOI ("CHOI"), is an individual and the  
13 President of Defendants XO and CROSSOVER and is the alter ego of both entities.

14 9. Defendants, and each of them, are in the business of retail clothing sales  
15 to the general public and as a wholesale distributor to other retailers. Upon  
16 information and belief, Defendants and each of them own and operate a website  
17 entitled www.XOJeans.com that advertises and offers for sale to the general public  
18 and wholesale various clothing and other merchandise.

19 10. The Defendants sued herein as DOES 1 through 10, inclusive, are either  
20 natural persons or business entities, whose true names, capacities and (in the case of  
21 business entities) exact form of entity, are currently unknown to Plaintiffs, who  
22 therefore sue said defendants by such fictitious names. Plaintiffs are informed and  
23 believe and on that basis allege:

- 24 a. that each of these fictitiously named defendants is (either alone or  
25 in concert with named Defendants) responsible in some manner  
26 for the occurrences, injuries and damages herein alleged, has  
27 participated or is participating in some manner in the actionable  
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1 conduct herein alleged, and is liable to Plaintiffs together with  
2 Defendants named herein for damages and/or other relief prayed  
3 for herein;

- 4 b. that Plaintiffs' injuries as herein alleged were legally caused by  
5 the acts or omissions of said fictitiously named Defendants;
- 6 c. that at all times mentioned herein, each of the named and  
7 fictitiously named Defendants was the officer, director, employee,  
8 partner, joint-venturer, servant, agent, subsidiary, division and/or  
9 alter ego of each of his, her or its co-Defendants, was acting  
10 within the course and scope of said employment, partnership, joint  
11 venture, joint enterprise, service or agency relationship, with the  
12 full knowledge and consent of each of the other Defendants and  
13 within the authority granted to said Defendants, and each of them,  
14 and/or that each of the acts of each of the Defendants was ratified  
15 by each of the other said Defendants.

16  
17 11. Plaintiffs are informed and believe and on that basis allege:

- 18 a. that at all times mentioned herein, each of the named and  
19 fictitiously named Defendants was the co-conspirator of the others  
20 and was acting in concert of action and within the course and  
21 scope of a conspiracy formed amongst them;
- 22 b. that each Defendant sued herein received money or property as a  
23 result of the conduct described herein without consideration  
24 therefore and/or with knowledge that the money or property was  
25 obtained as a result of the fraud, deception or other wrongful  
26 conduct described herein;

- 1 c. that each of the Defendants knowingly and intentionally aided,  
2 abetted, encouraged and cooperated with, or turned a blind eye to,  
3 the other defendants in the wrongful conduct alleged herein and  
4 accordingly are liable as aiders and abettors and/or co-conspirators  
5 of each other; and/or  
6 d. that each Defendant sued herein aided and abetted the others with  
7 the intent that each would be successful in their mutual endeavors.  
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9 **JURISDICTION AND VENUE**

10 12. Jurisdiction is founded on the existence of a Federal Question arising  
11 under particular statutes. This case arises under the United States Lanham Act.

12 13. This Court has jurisdiction of the subject matter of this action pursuant  
13 to 28 U.S.C. §§ 1331, 1883, which state that the district courts shall have original  
14 jurisdiction of all civil actions arising under the Constitution, laws, or treaties, of the  
15 United States.

16 14. Venue is proper in the Central District of California because the  
17 infringing articles were purchased from and delivered to this judicial district.

18 **ALLEGATIONS COMMON TO ALL COUNTS**

19 **History of Rights**

20 15. The late Tupac Shakur was a world famous hip-hop musician, artist,  
21 actor and poet. Mr. Shakur died intestate in Nevada in September, 1996, at the  
22 young age of 25. His death was highly publicized around the world.

23 16. During his lifetime, Tupac Shakur also known as "Tupac" and "2PAC"  
24 authored, recorded, and performed hundreds of original musical compositions that  
25 are sold and distributed around the globe in various formats including, but not  
26 limited to, records, tapes, compact discs and digital video discs. Mr. Shakur was  
27 also known for his work as an actor starring in a number of Hollywood films such as  
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1 “Poetic Justice” and “Gridlock’d.” In addition, Mr. Shakur was an accomplished  
2 and published poet. His works have sold millions of copies worldwide and continue  
3 to do so after his unfortunate death. Eleven years after his death, Tupac Shakur is an  
4 icon in popular culture and remains one of the most recognizable persons in the  
5 world.

6 17. After his death, by Order of the Los Angeles County Probate Court,  
7 Afeni Shakur and Richard S. Fischbein were appointed Co-Administrators of the  
8 Estate of Tupac Shakur (the “ESTATE”). At all relevant times, the ESTATE was  
9 administered under the laws of the State of California. The ESTATE’s decedent,  
10 Tupac Shakur, was at the time of his death a resident and domiciliary of the State of  
11 California.

12 18. By operation of California law at the close of the probate action, all  
13 property, tangible and intangible, including without limitation, intellectual property  
14 rights owned by Tupac Shakur at the time of his death, passed to his mother Afeni  
15 Shakur.

16 19. Ms. Shakur transferred all her interest in the intellectual property rights  
17 for the purpose of retail merchandising to Amaru Entertainment, Inc. In turn, Amaru  
18 Entertainment, Inc. licensed the rights to merchandise the trademarks and  
19 posthumous publicity rights of the late Tupac Shakur to Plaintiff Amaru-AWA  
20 Merchandising, Inc.

21 20. Amaru Entertainment, Inc. controls all rights once held by Tupac  
22 Shakur, including his publicity rights for commercial exploitation for the purposes of  
23 merchandising. Plaintiff Amaru-AWA Merchandising, Inc. is the rightful, exclusive  
24 licensee of all rights involved in this action. Together, Plaintiffs own all rights  
25 involved in this action.

26 21. Due to the prior and continuous use of the names “Tupac Shakur,”  
27 “Tupac” and “2PAC,” and accompanying worldwide advertising, these names have  
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1 acquired a meaning exclusively identified with the services and products of the artist  
2 Tupac Shakur and have further become famous marks.

3 22. "2PAC" is a valid and subsisting trademark first registered on the  
4 Principal Register of the United States Patent and Trademark Office to The Estate of  
5 Tupac Shakur on August 25, 1998 for use in connection with goods in International  
6 Class 009 (Reg. No. 2,183,418).

7 23. The rights to the trademark "2PAC" Reg. No. 2,183,418, once owned  
8 by Afeni Shakur and The Estate of Tupac Shakur, are now owned by Amaru  
9 Entertainment, Inc. The trademark assignment was recorded on January 31, 2002  
10 transferring rights from the ESTATE and Euphania, Inc. to Amaru Entertainment,  
11 Inc.

12 24. The mark "2PAC" was subsequently registered on the Principal  
13 Register for use in connection with goods in International Class 025 (Reg. No.  
14 2,864,230). The original registration was issued to Amaru Entertainment, Inc. on  
15 July 20, 2004.

16 25. "Tupac Shakur" is a valid and subsisting trademark first registered on  
17 the Principal Register of the United States Patent and Trademark Office for use in  
18 connection with goods in International Class 025 (Reg. No. 2,859,605). The original  
19 registration was issued to Amaru Entertainment, Inc. on July 6, 2004.

20 26. Amaru Entertainment, Inc.'s "cross logo" is a valid and subsisting  
21 trademark first registered on the Principal Register of the United States Patent and  
22 Trademark Office for use in connection with goods in International Class 025 (Reg.  
23 No. 2,960,086). The original registration was issued to Amaru Entertainment, Inc.  
24 on June 7, 2005. The "Cross Logo" is associated with Tupac Shakur as Mr. Shakur  
25 had a tattoo of the cross on his person. The "Cross Logo" is also part of Amaru  
26 Entertainment, Inc.'s corporate logo.

1 27. Plaintiff Amaru-AWA as the rightful licensee for clothing and other  
2 product merchandising has numerous articles of clothing that bear the moniker  
3 “Tupac” as well as the “Cross Logo.”

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6 **Defendants’ Wrongful Acts**

7 28. In 2007, Plaintiffs were informed of the website www.XOJeans.com  
8 that was offering jeans and hats bearing the images and trademarks of Plaintiffs.  
9 More specifically, Defendants through the website www.XOJeans.com offered for  
10 sale and sold baseball style caps containing an image of Tupac Shakur, as well as the  
11 moniker “Tupac” in stylized letters. Further, Defendants and each of them also  
12 offered for sale and sold jeans containing the image of Tupac Shakur on the pant leg  
13 as well as the “Cross Logo.” (Hereinafter, the baseball caps and jeans shall be  
14 referred to as “the Infringing Material.”)

15 29. Upon information and belief, Defendants and each of them designed,  
16 produced, manufactured, created, advertised, marketed, sold and/or distributed the  
17 Infringing Materials that bear both the image of Tupac Shakur as well as the  
18 distinctive trademarks “Tupac” and the “Cross Logo.”

19 30. Upon information and belief, CHOI, in his capacity as president of  
20 Defendants CROSSOVER and XO, authorized and directed CROSSOVER and XO  
21 to commit the acts complained of herein.

22 31. Upon information and belief, Defendants have advertised, marketed,  
23 sold and distributed the Infringing Materials to the general public throughout the  
24 United States through various retail outlets as well as the Internet at the URL address  
25 www.XOJeans.com, including within this judicial district.



**FIRST CAUSE OF ACTION**

**Federal Trademark Infringement  
(15 U.S.C § 1114 (§ 32 of the Lanham Act))**

32. Plaintiffs hereby incorporate Paragraphs 1 to 31 as though they were fully alleged herein.

33. The trademarks “2PAC” and “Tupac Shakur” are valid and subsisting trademarks as more fully described above.

34. Upon information and belief, without Plaintiffs’ permission, Defendants have manufactured, distributed, prepared for sale, sold, promoted and/or advertised merchandise bearing the moniker “Tupac” that is visually identical to first part of the registered mark “Tupac Shakur,” and when verbally uttered, identical to the registered mark “2PAC.”

35. The Defendants’ use of the moniker “Tupac” was done without the consent or knowledge of the Plaintiffs and infringes on Plaintiffs rights in and to the marks “Tupac Shakur” and “2PAC,” and was done without the consent or knowledge of Plaintiff.

36. Defendants’ acts have created confusion and are likely to cause further confusion in the minds of the consuming public. Further, Defendants have diverted profits and royalties from Plaintiffs to Defendants, all to the injury of Plaintiffs.

37. The aforesaid acts of Defendants constitute trademark infringement in violation of 15 U.S.C. § 1114.

38. As a direct and proximate result of the foregoing wrongful conduct of Defendants, Plaintiffs have sustained damages including the loss of royalties and profits, the loss of valuable good will, and unjust enrichment of profits accruing to Defendants that would have accrued to Plaintiffs but for Defendants’ actions. Plaintiffs are entitled to punitive and exemplary damages due to Defendants’ fraudulent acts.

1 39. In addition to the foregoing, Plaintiffs have sustained, and will continue  
2 to sustain, irreparable injury for which there is no adequate remedy at law unless and  
3 until a preliminary and permanent injunction enjoining and restraining Defendants  
4 from infringing the trademarks "2PAC" and "Tupac Shakur" is entered.

5 40. By reason of the foregoing, Plaintiffs are entitled to damages as more  
6 fully described in the prayer for relief.

7  
8 **SECOND CAUSE OF ACTION**

9 **Federal Trademark Infringement**  
10 **(15 U.S.C § 1114 (§ 32 of the Lanham Act))**

11 41. Plaintiffs hereby incorporate Paragraphs 1 to 40 as though they were  
12 fully alleged herein.

13 42. The "Cross Logo" trademark is a valid and trademark as more fully  
14 described above.

15 43. Upon information and belief, without Plaintiffs' permission, Defendants  
16 have manufactured, distributed, prepared for sale, sold, promoted and/or advertised  
17 merchandise bearing the Cross Logo that is visually identical to the "Cross Logo"  
18 that is part of the Amaru Entertainment, Inc. corporate logo owned by Plaintiff  
19 Amaru and licensed to Plaintiff Amaru-AWA.

20 44. The Defendants' use of the Cross Logo was done without the consent or  
21 knowledge of the Plaintiffs and infringes on Plaintiffs rights in and to the Cross Logo  
22 mark.

23 45. Defendants' acts have created confusion and are likely to cause further  
24 confusion in the minds of the consuming public as to the source, sponsorship or  
25 affiliation of the Infringing Merchandise. Further, Defendants have diverted profits  
26 and royalties from Plaintiffs to Defendants, all to the injury of Plaintiffs.

27 46. The aforesaid acts of Defendants constitute trademark infringement in  
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1 violation of 15 U.S.C. § 1114.

2 47. As a direct and proximate result of the foregoing wrongful conduct of  
3 Defendants, Plaintiffs have sustained damages in an amount to be proven at trial.

4 48. In addition to the foregoing, Plaintiffs have sustained, and will continue  
5 to sustain, irreparable injury for which there is no adequate remedy at law unless and  
6 until a preliminary and permanent injunction enjoining and restraining Defendants  
7 from infringing the "Cross Logo" trademark.

8 49. By reason of the foregoing, Plaintiffs are entitled to damages as more  
9 fully described in the prayer for relief.

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11 **THIRD CAUSE OF ACTION**

12 **Unfair Competition and False Advertising**  
13 **(15 U.S.C. Section 1125 *et seq.*)**

14 50. Plaintiffs hereby incorporate Paragraphs 1 to 49 as though they were  
15 fully alleged herein.

16 51. The late Tupac Shakur, who was also known simply as 2PAC and  
17 Tupac, was an internationally recognized superstar whose name, likeness and  
18 identity are entitled to protection under the Lanham Act.

19 52. Defendants' wrongful acts as explained above constitute Unfair  
20 Competition and False Advertising under the Lanham Act.

21 53. Defendants have infringed Plaintiffs' rights to commercially exploit the  
22 marks "2PAC" and "Tupac Shakur," the "Cross-Logo," and commercially exploit  
23 Tupac Shakur's likeness, all with the intent to deceive the public into believing that  
24 the Infringing Materials sold by Defendants were sponsored, affiliated or endorsed  
25 by Plaintiffs.

26 54. Defendants' actions were committed with the intent to capitalize on the  
27 recognition of Plaintiffs' marks and the likeness of Tupac Shakur with the intent to  
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1 pass off and palm off their own products to consumers and/or suppliers, retailers and  
2 other distributors who would not otherwise purchase such products.

3 55. Defendants' acts have created confusion and are likely to cause further  
4 confusion in the minds of the consuming public and thereby divert monies from  
5 Plaintiffs to Defendants, all to the injury of Plaintiffs.

6 56. Defendants' acts create a likelihood of injury to the business reputation  
7 of Plaintiffs, dilute the distinctive quality of Plaintiffs' federally protected marks,  
8 and damage the identity and reputation of the late Tupac Shakur, all to the injury of  
9 Plaintiffs.

10 57. Based on Defendants' actions and misrepresentations, Defendants have  
11 violated 15 U.S.C. § 1125(a), by using in connection with the Infringing Materials a  
12 false designation of origin and a false description or representation, including words  
13 and other symbols tending falsely to describe or represent the same, and by causing  
14 the Infringing Materials to enter into interstate commerce. Plaintiffs are and are  
15 likely to be damaged by Defendants' false descriptions and representations as set  
16 forth above.

17 58. As a direct and proximate result of the foregoing wrongful conduct of  
18 Defendants, Plaintiffs have sustained damages including the loss of royalties and  
19 profits, the loss of valuable good will and unjust enrichment of profits accruing to  
20 Defendants that would have accrued to Plaintiffs but for Defendants' actions.  
21 Plaintiffs are entitled to punitive damages and exemplary damages due to  
22 Defendants' fraudulent acts.

23 59. In addition to the foregoing, Plaintiffs have sustained, and will continue  
24 to sustain, irreparable injury for which there is no adequate remedy at law unless and  
25 until a preliminary and permanent injunction enjoining and restraining Defendants  
26 from infringing the trademarks "2PAC," "Tupac Shakur" and the Cross Logo.

1           60. By reason of the foregoing, Plaintiffs are entitled to damages as more  
2 fully described in the Prayer for Relief.

3                                   **FIFTH CAUSE OF ACTION**

4                                   **Commercial Appropriation of Name and Likeness**  
5                                   **(California Civil Code § 3344.1)**

6           61. Plaintiffs hereby incorporate Paragraphs 1 to 58 as though they were  
7 fully alleged herein.

8           62. The late Tupac Shakur's name, likeness and identity constituted his  
9 persona, a substantial and enforceable right pursuant to California Civil Code §  
10 3344.1.

11           63. Defendants, knowingly and without the prior consent of Plaintiffs,  
12 appropriated Plaintiffs' rights in and to the name, likeness and identity of Tupac  
13 Shakur to promote their business and sell the Infringing Materials, implying that  
14 Plaintiffs endorsed, sponsored or were affiliated with Defendants' Infringing  
15 Materials, when in fact Plaintiffs made no such endorsement.

16           64. This commercial misappropriation by Defendants was unauthorized and  
17 without the prior consent or knowledge of Plaintiffs.

18           65. The conduct of each Defendant herein involved the appropriation of the  
19 image and likeness of Tupac Shakur in violation of California Civil Code § 3344.1.

20           66. As a direct and proximate result of the foregoing wrongful conduct of  
21 Defendants, Plaintiffs have sustained damages including the loss of royalties and  
22 profits, the loss of valuable good will and unjust enrichment of profits accruing to  
23 Defendants that would have accrued to Plaintiffs but for Defendants' actions.  
24 Plaintiffs are entitled to punitive damages and exemplary damages due to  
25 Defendants' fraudulent acts.

26           67. In addition to the foregoing, Plaintiffs have sustained, and will continue  
27 to sustain, irreparable injury for which there is no adequate remedy at law unless and  
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1 until a preliminary and permanent injunction enjoining and restraining Defendants  
2 from using the name, image, or likeness of the late Tupac Shakur is entered.

3 68. By reason of the foregoing, Plaintiffs are entitled to damages as more  
4 fully described in the prayer for relief.

5 **FIFTH CAUSE OF ACTION**

6 **Common Law and Statutory False Advertising**  
7 **(California Business and Professions Code § 17205)**

8 69. Plaintiffs hereby incorporate Paragraphs 1 to 68 as though they were  
9 fully alleged herein.

10 70. Defendants' illegal and wrongful acts as described above constitute  
11 common law and statutory false advertising pursuant to California Business and  
12 Professions Code § 17205.

13 71. Defendants have diverted trade from Plaintiffs by fraudulently  
14 representing that goods of Defendants have qualities that in fact they do not have,  
15 and Defendants have made these representations in order to divert trade from  
16 Plaintiffs.

17 72. As a direct result of the Defendants' acts, practices and conduct,  
18 Plaintiffs' rights in the name and likeness of Tupac Shakur have been substantially  
19 injured, including damage to reputation, resulting in lost income and diminished  
20 goodwill.

21 73. By Defendants actions, Plaintiffs have been damaged in an amount as  
22 more fully described in the Prayer for Relief.

23 **SIXTH CAUSE OF ACTION**

24 **Unfair Competition**  
25 **(Common Law)**

26 74. Plaintiffs hereby incorporate Paragraphs 1 to 73 as though they were  
27 fully alleged herein.

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1           75. The above acts, practices and conduct by Defendants are likely to cause  
2 confusion or mistake in the minds of the purchasing public and others, and constitute  
3 common law unfair competition against Plaintiffs.

4           76. Irrespective of any intentionally or knowingly wrongful acts or  
5 omissions which may be attributed to Defendants, said Defendants are, by virtue of  
6 their actions, unfairly competing with Plaintiffs.

7           77. As a direct result of the Defendants' acts, practices and conduct,  
8 Plaintiffs' rights in the name and likeness of Tupac Shakur have been substantially  
9 injured, including damage to reputation, resulting in lost income and diminished  
10 goodwill.

11           78. Plaintiffs have been damaged in an amount as more fully described in  
12 the Prayer for Relief.

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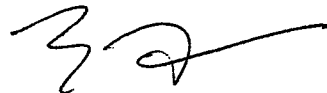
**PRAYER FOR RELIEF**

Wherefore Plaintiffs make the following Request for Relief,

1. Damages, either actual or statutory, as Plaintiffs shall elect, against Defendants;
2. For Punitive, Enhanced or Treble Damages in an amount to be proven at trial by reason of Defendants' fraud and/or willful, wanton, reckless and/or malicious activity;
3. For an injunction enjoining Defendants from directly or indirectly using Plaintiffs' name, the marks "Tupac", "2PAC," "Tupac Shakur," the "Cross-Logo" or any other mark, word, name or device which by colorable imitation or otherwise is likely to cause confusion, mistake or to deceive, and from otherwise unfairly competing with Plaintiffs;
4. For an accounting;
5. For reasonable attorney fees as this Court deems just;
6. For costs of this action; and
7. For any and all other relief this Court deems fair and just.

Plaintiffs hereby demand a jury trial.

Dated this December 21, By: FARBER & COMPANY ATTORNEYS, PC  
2007




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