

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

AMINI INNOVATION CORPORATION, a
California corporation,

Plaintiff,

vs.

BANK AND ESTATE LIQUIDATORS,
INC., a Texas corporation, BEL
FURNITURE, INC., a Texas corporation,
BEL FURNITURE I, INC., a Texas
corporation, BEL FURNITURE II, INC., a
Texas corporation, BEL FURNITURE III,
INC., a Texas corporation, BEL
FURNITURE IV, INC., a Texas
corporation, BEL FURNITURE V, INC., a
Texas corporation, BEL FURNITURE VI,
INC., a Texas corporation, BEL
FURNITURE VII, INC., a Texas
corporation, BEL FURNITURE
(BEAUMONT), INC., a Texas corporation,
and BEL FURNITURE (CLEARANCE),
INC., a Texas corporation, JAMAL
MOLLAI a/k/a JAMAL MOLLAI
MEHRJERDI, an individual residing in
Texas, SAEID MOLLAI a/k/a SAEID M.
MEHRJERDI, an individual residing in
Texas, and DAVID MOLLAI a/k/a
DAVOOD MEHRJERDI MOLLAI a/k/a
DAVOOD MEHRJERDY MOLLAI, an
individual residing in Texas

Defendants.

CIVIL ACTION NO. _____

PLAINTIFF'S ORIGINAL COMPLAINT

For its Complaint, Plaintiff Amini Innovation Corporation, alleges as follows:

PARTIES

1. Plaintiff Amini Innovation Corporation (“Plaintiff” or “AICO”) is a California corporation having its principal place of business at 8725 Rex Road, Pico Rivera, California 90660. AICO displays its furniture at various trade shows and on the Internet.

2. Defendant Bank and Estate Liquidators, Inc. (“BEL”) is a Texas corporation with a business address of P.O. Box 421126, Houston, Texas 77242-1126, and can be served through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

3. Defendant BEL Furniture, Inc. (“BEL Furniture”) is a Texas corporation with a business address of 910 Veterans Road, Del Rio, Texas 78840, and can be served through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

4. Defendant BEL Furniture I, Inc. (“BEL Furniture I”) is a Texas corporation with a business address of P.O. Box 421126, Houston, Texas 77242-1126, and can be served through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

5. Defendant BEL Furniture II, Inc. (“BEL Furniture II”) is a Texas corporation with a business address of P.O. Box 421126, Houston, Texas 77242-1126, and can be served through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

6. Defendant BEL Furniture III, Inc. (“BEL Furniture III”) is a Texas corporation with a business address of P.O. Box 421126, Houston, Texas 77242-1126, and can be served through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

7. Defendant BEL Furniture IV, Inc. (“BEL Furniture IV”) is a Texas corporation with a business address of P.O. Box 421126, Houston, Texas 77242-1126, and can be served

through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

8. Defendant BEL Furniture V, Inc. (“BEL Furniture V”) is a Texas corporation with a business address of P.O. Box 421126, Houston, Texas 77242-1126, and can be served through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

9. Defendant BEL Furniture VI, Inc. (“BEL Furniture VI”) is a Texas corporation with a business address of P.O. Box 421126, Houston, Texas 77242-1126, and can be served through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

10. Defendant BEL Furniture VII, Inc. (“BEL Furniture VII”) is a Texas corporation with a business address of P.O. Box 421126, Houston, Texas 77242-1126, and can be served through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

11. Defendant BEL Furniture (Beaumont), Inc. (“BEL Furniture Beaumont”) is a Texas corporation with a business address of P.O. Box 421126, Houston, Texas 77242-1126, and can be served through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

12. Defendant BEL Furniture (Clearance), Inc. (“BEL Furniture Clearance”) is a Texas corporation with a business address of P.O. Box 421126, Houston, Texas 77242-1126, and can be served through its registered agent, Jamal Mollai, at 11155 Westpark Drive, Houston, Texas 77042-5048.

13. On information and belief, Defendant Jamal Mollai a/k/a Jamal Mollai Mehrjerdi (“Jamal Mollai”) is an individual residing in Texas, the President of each of the corporate Defendants, an owner of each of the corporate Defendants, and a designer of one or both of the furniture collections that include the accused products (see, **Exhibit 18**, attached hereto) (stating “Bel is also pleased to offer two exclusive lines, the Mollai Collection and the Sara Collection, designed by the owners themselves.”). Jamal Mollai can be served at 5100 San Felipe St., Unit 312 Building E, Houston TX 77056-3600.

14. On information and belief, Defendant Saeid Mollai a/k/a Saeid M. Mehrjerdi (“Saeid Mollai”) is an individual residing in Texas, the Senior Vice President of each of the corporate Defendants, an owner of each of the corporate Defendants, and a designer of one or both of the furniture collections that include the accused products (see, **Exhibit 18**, attached hereto) (stating “Bel is also pleased to offer two exclusive lines, the Mollai Collection and the Sara Collection, designed by the owners themselves.”). Saeid Mollai can be served at 4927 Shiloh Lake Dr., Richmond, TX 77407.

15. On information and belief, Defendant David Mollai a/k/a Davood Mehrjerdi Mollai a/k/a Davood Mehrjerdy Mollai (“David Mollai”) is an individual residing in Texas, the Secretary of each of the corporate Defendants, an owner of each of the corporate Defendants, and a designer of one or both of the furniture collections that include the accused products (see, **Exhibit 18**, attached hereto) (stating “Bel is also pleased to offer two exclusive lines, the Mollai Collection and the Sara Collection, designed by the owners themselves.”). David Mollai can be served at 3227 Castlewind Dr., Katy, TX 77450.

16. The above-referenced defendants will be collectively referred to as “Defendants” unless referred to in the singular, or context indicates otherwise.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and U.S.C. § 1338(a) as it arises under Acts of Congress related to patents and copyrights.

18. This Court has personal jurisdiction over the Defendants, and each of them, because, among other reasons, they each reside in Texas, they each have systematic and regular contacts with Texas, and they each conduct regular and systematic business in Texas, including in this judicial district. In addition, this action was previously filed in the Central District of California, and Defendants requested a transfer of the matter to this Court; however, the matter was dismissed for lack of personal jurisdiction.

19. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1), 1391(b)(2), 1391(c), and/or 1400.

FACTUAL ALLEGATIONS

AICO and Its Copyrights and Design Patents

20. AICO is a well-known furniture designer and manufacturer located in Los Angeles County, California. AICO has advertised its furniture on page 3 of the furniture industry's flagship publication, Furniture Today, for many years. AICO also has an extensive website showing its furniture collections. In addition, AICO has brochures, which it disseminates, for each of its furniture collections, the brochures showing photographs of the furniture items within each collection. AICO also displays its furniture at regular trade shows around the United States. Defendants are aware of AICO's furniture designs based on the foregoing, and also based on the fact that Defendants have sold products purchased from AICO

for a number of years.

21. AICO's popular Cortina and Oppulente collections each include furniture designs that consist of ornamental details and overall designs originated and owned by Plaintiff. These collections have been shown on AICO's website at all relevant times herein, advertised in trade publications such as Furniture Today at all relevant times herein, and displayed at trade shows in the United States at all relevant times herein. On information and belief, Defendants were at all relevant times herein aware of the fact, or significant likelihood, that AICO owned intellectual property rights in many, if not all, of the furniture designs and ornamental details on the furniture items in AICO's Cortina and Oppulente collections.

22. Photograph(s) of AICO's Cortina and Oppulente collections are attached hereto as **Exhibits 1-2**, respectively.

23. AICO was awarded U.S. Copyright Registration No. VA 1-306-203 for the design that consists primarily of ornamental details on its Cortina Chair with Arms (see attached **Exhibit 3**).

24. AICO was awarded U.S. Copyright Registration No. VA 1-306-208 for the design that consists primarily of ornamental details on its Cortina China Cabinet/Buffer (see attached **Exhibit 4**).

25. AICO was awarded U.S. Copyright Registration No. VA 1-657-757 for the design that consists primarily of ornamental details on its Oppulente Dresser (see attached **Exhibit 5**).

26. AICO was awarded U.S. Copyright Registration No. VA 1-681-372 for the design that consists primarily of ornamental details on its Oppulente Dresser Mirror (see attached **Exhibit 6**).

27. AICO was awarded U.S. Copyright Registration No. VA 1-420-270 for the design

that consists primarily of ornamental details on its Oppulente China Cabinet/Buffet (see attached **Exhibit 7**).

28. AICO was awarded U.S. Copyright Registration No. VA 1-420-187 for the design that consists primarily of ornamental details on its Oppulente Arm Chair (see attached **Exhibit 8**).

29. AICO may seek one or more additional copyright registrations and may seek leave to amend this Complaint.

30. AICO was awarded U.S. Design Patent No. D514,839 (“839 Patent”) for its Cortina Chair with Arms, which issued on February 14, 2006. A copy of the patent is attached hereto as **Exhibit 9**. The patent was duly and legally issued and assigned to AICO.

31. AICO was awarded U.S. Design Patent No. D530,116 (“116 Patent”) for its Cortina China Cabinet/Buffet, which issued on October 17, 2006. A copy of the patent is attached hereto as **Exhibit 10**. The patent was duly and legally issued and assigned to AICO.

32. AICO was awarded U.S. Design Patent No. D562,601 (“601 Patent”) for its Oppulente Footboard, which issued on February 26, 2008. A copy of the patent is attached hereto as **Exhibit 11**. The patent was duly and legally issued and assigned to AICO.

33. AICO was awarded U.S. Design Patent No. D562,587 (“587 Patent”) for its Oppulente Dresser, which issued on February 26, 2008. A copy of the patent is attached hereto as **Exhibit 12**. The patent was duly and legally issued and assigned to AICO.

34. AICO was awarded U.S. Design Patent No. D560,916 (“916 Patent”) for its Oppulente Dresser Mirror, which issued on February 5, 2008. A copy of the patent is attached hereto as **Exhibit 13**. The patent was duly and legally issued and assigned to AICO.

35. AICO was awarded U.S. Design Patent No. D564,795 (“795 Patent”) for its

Oppulente China Cabinet/Buffet, which issued on March 25, 2008. A copy of the patent is attached hereto as **Exhibit 14**. The patent was duly and legally issued and assigned to AICO.

36. AICO was awarded U.S. Design Patent No. D564,773 (“773 Patent”) for its Oppulente Arm Chair, which issued on March 25, 2008. A copy of the patent is attached hereto as **Exhibit 15**. The patent was duly and legally issued and assigned to AICO.

Defendants’ Infringements

37. AICO and Defendant BEL were previously in litigation in connection with BEL’s offering for sale and selling of certain furniture items, unrelated to the items in the present case, that AICO believed infringed upon certain of AICO’s copyrights and design patents. As a result of the prior litigation, as well as AICO’s high profile in the industry, Defendants knew, and continue to know, that AICO, at least as a general matter, if not specifically with respect to the furniture items at issue in this case, owns intellectual property related to its furniture designs.

38. In the recent past, Defendants have been selling authentic furniture legitimately purchased from AICO, including at least AICO’s Oppulente dining room collection.

39. On information and belief, in or about mid-2012, Defendants lost the line of credit with AICO’s “factor,” Capital Business Credit, because of Defendants’ excessive delinquencies with their account. As a result, or by design, Defendants then went into arrears with their account with AICO’s “factor.” Thereafter, AICO only permitted Defendants to purchase its products “CBD” (“cash before delivery”). Thereafter, Defendants’ purchases from AICO decreased dramatically, and are believed to have completely ceased at this point.

40. Meanwhile, AICO recently learned that Defendants have been importing, stocking, publicly displaying in their stores and on their internet website, offering for sale, and/or

selling, knockoffs of certain items from AICO's Cortina dining room collection and certain items from AICO's Oppulente bedroom collection and dining room collection. Attached hereto as **Exhibit 16** are photographs from within at least one of Defendants' stores showing some of the accused products. Attached hereto as **Exhibit 17** are pages from Defendants' website showing at least some of the accused products.

41. To the extent that Defendants are importing, offering for sale, and/or selling furniture that is substantially similar, if not virtually identical, to AICO's copyrighted and/or design patented furniture designs as set forth in **Exhibits 3-15**, Defendants have committed willful copyright and/or design patent infringement.

42. Such infringements are willful because Defendants, and their owners, officers, and directors, are thoroughly familiar with AICO, AICO's furniture designs, and AICO's position in the market, having previously sold furniture purchased from AICO, and based on AICO's high visibility and success in the industry. In addition, Defendants' infringements are willful because AICO is known to own a substantial amount of intellectual property with respect to its furniture designs, a fact known to Defendants, and to the industry in general.

43. In addition to the foregoing, Defendants admit on their website, www.belfurniture.com, that they "offer such great prices" because they "cut out the middleman." In connection with the present case, Defendants, by and through their owners, officers, and directors, including Jamal, Saeid, and David Mollai, purchased AICO furniture for a time, generated customer interest in the AICO furniture designs, and then "cut out the middleman" (i.e., AICO) by having cheap knockoffs of AICO's furniture designs made (or by sourcing cheap knockoffs of AICO's furniture from overseas), and then offering the knockoffs to customers whose interest was generated based on the authentic AICO designs. See, Exhibit 18, attached

hereto.

44. The individual Defendants also purport to be the creators of these designs by stating on their website, “Bel is also pleased to offer two exclusive lines, the Mollai Collection and the Sara Collection, designed by the owners themselves.” See, Exhibit 18, attached hereto. The accused products identified herein, which purport to be Defendants’ own collections, are not the original designs of the owners of the corporate Defendants, and instead are blatant knockoffs of AICO’s furniture designs.

45. AICO believes that Defendants made a conscious decision to cease selling products purchased from AICO because consumers in Defendants’ market have now become aware that Defendants sell (or sold) AICO products, and thus, consumers have now associated AICO’s products with Defendants. Once such an association was established, Defendants would use AICO’s products (some of which remain in Defendants’ stores and on Defendants’ website) to draw in consumers, but Defendants would then direct such customers to the cheap knockoffs of AICO’s furniture products. To the extent that Defendants have legitimate AICO products remaining in their stores (from their previous purchases of legitimate AICO products from AICO), Defendants are believed to use such legitimate AICO products to lure in customers who are seeking furniture having an AICO look, but then Defendants similarly direct interested customers to the cheap knockoffs of AICO’s furniture products. Thus, Defendants are improperly and unfairly using AICO’s name and furniture designs to divert sales to itself and away from AICO.

46. In addition to the foregoing, one aspect of the prior litigation between AICO and Defendant BEL pertained to Defendant BEL’s use of an AICO photograph of an AICO furniture collection, which BEL used in at least one advertisement in the Houston Chronicle in February

of 2005, even though BEL was selling only a knockoff of the AICO product.

47. Accordingly, Defendants' infringements of AICO's designs can be nothing other than intentional, willful, and done with knowledge.

48. Based on Defendant's intentionally infringing activities as set forth herein, AICO seeks to recover statutory damages on its copyright infringement claim in the amount \$150,000 per copyright, or \$900,000 total. In addition, AICO seeks, pursuant to 35 U.S.C. § 289, to recover Defendant's profits for infringing the 7 design patents asserted herein. Furthermore, AICO seeks to recover all of its attorneys' fees and costs incurred in connection with this matter.

COUNT I - COPYRIGHT INFRINGEMENT

17 U.S.C. §§ 101 ET SEQ.

49. AICO hereby repeats and incorporates herein the allegations set forth in paragraphs 1 through 48 above.

50. This claim is against Defendants for copyright infringement in violation of the Copyright Act of 1976, 17 U.S.C. § 101 et seq.

51. AICO's copyrighted works attached hereto as **Exhibits 3-8** (the "Works") contain a substantial amount of original material, which constitutes copyrightable subject matter protected under the Copyright Act of 1976, 17 U.S.C. § 101 et seq.

52. As previously alleged, AICO has received from the United States Register of Copyrights Certificates of Registration for copyrighted Works. AICO may seek other copyright registrations and may seek leave to amend this Complaint.

53. AICO has at all times complied in all respects with the Copyright Act of 1976 and all other laws of the United States with regard to the Works.

54. Defendants have had access to AICO's copyrighted Works by virtue of AICO's

extensive advertising and displaying of its furniture, AICO's sales representatives providing Defendants with information about AICO's furniture designs while Defendants were actively purchasing AICO's products, as well as Defendants' sales of products purchased from AICO in the past.

55. Defendants have used or caused to be used various copies constituting unauthorized copies of Plaintiff's Works in violation of AICO's exclusive rights under the Copyright Act of 1976, 17 U.S.C. § 106.

56. Defendants' distribution, public display (including on the internet), offering for sale and sales of substantially similar, or virtually identical copies of the Works constitute copyright infringement in violation of AICO's exclusive rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq.

57. For the reasons stated herein, Defendant's infringement of AICO's copyright registrations attached hereto as **Exhibits 3-8** has been willful, with knowledge, and in disregard for the exclusive rights of AICO set forth in its copyright registrations set forth herein.

58. By reason of Defendants' acts of copyright infringement, AICO has suffered and will continue to suffer irreparable injury unless and until this Court (1) enters an order enjoining and restraining Defendants from using the Works, or any colorable imitations thereof, in any manner, and (2) orders all the knockoff products to be impounded, and any planned shipments thereof to Defendants to be cancelled.

59. Defendants' continuing acts of copyright infringement, unless enjoined, will cause and have caused irreparable damage to AICO in that it will have no adequate remedy at law to compel Defendants to cease such acts. AICO will be compelled to prosecute a multiplicity of actions, one action each time Defendants commit such acts, and in each such

action it will be extremely difficult to ascertain the amount of compensation that will afford AICO adequate relief.

60. By reason of Defendants' acts of copyright infringement, AICO is entitled to recover all profits received or otherwise achieved, directly or indirectly, by Defendants in connection with their copying, advertising, distributing, and selling of the accused products which are copies of AICO's Works, as well as any other acts of Defendants that violate 17 U.S.C. § 106. In the alternative, AICO is entitled to an award of statutory damages as provided for in 17 U.S.C. § 504(c), to be enhanced as a result of Defendants' willful infringement.

COUNT II - DESIGN PATENT INFRINGEMENT

35 U.S.C §§ 101, ET SEQ.

61. AICO hereby repeats and incorporates herein the allegations set forth in paragraphs 1 through 61 above.

62. AICO's '839, '116, '601, '587, '916, '795, and '773 Patents (see, Exhibits 9-15 attached hereto) have at all relevant times subsequent to their issue dates been fully enforceable and are now fully enforceable.

63. Subsequent to the issuance of the '839, '116, '601, '587, '916, '795, and '773 Patents, Defendants have infringed AICO's patents by making, using, importing, offering to sell, and selling, and continuing to make, use, import, offer to sell and sell products that come within the scope of the claims of the patents, and that come within a range of equivalents of the claims of the patents, or contributing to the infringing activities of others.

64. The making, using, importing, offering to sell, and/or selling of infringing products by Defendants, and/or contributing to the infringing activities of others, has been without authority or license from AICO and is in violation of AICO's rights, thereby infringing

the '839, '116, '601, '587, '916, '795, and '773 Patents.

65. For the reasons stated herein, Defendants' infringement of AICO's '839, '116, '601, '587, '916, '795, and '773 Patents has been willful, with knowledge, and in disregard for the exclusive rights of AICO set forth in its patents set forth herein.

66. The amount of money damages which AICO has suffered due to Defendants' acts of infringement cannot be determined without an accounting of Defendants' profits, and it is thus subject to proof at trial.

67. AICO is entitled to a complete accounting of all revenue and profits derived by Defendants from the unlawful conduct alleged herein.

68. The harm to AICO arising from Defendants' acts of infringement of AICO's '839, '116, '601, '587, '916, '795, and '773 Patents is not fully compensable by money damages. Rather, AICO has suffered and continues to suffer irreparable harm which has no adequate remedy at law and which will continue unless Defendants' conduct is enjoined.

69. AICO is therefore also entitled to a preliminary injunction, to be made permanent on entry of the judgment, preventing Defendants from further acts of infringement.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues raised by the Complaint.

PRAYER FOR RELIEF

FOR THESE REASONS, AICO demands judgment against Defendants, as follows:

A. For an order preliminarily and permanently enjoining the Defendants, and their officers, directors, agents, servants, attorneys, and employees and all other persons acting in

concert with them, from committing any further acts of infringement, including but not limited to, copying, manufacturing, importing, offering to sell, selling and distributing the accused products, or aiding or abetting or assisting others in such infringing activities;

B. For an order directing Defendants to file with this Court and to serve on AICO within thirty (30) days after service on Defendants of the injunction granted herein, or such extended period as the Court may direct, a report in writing, under oath, setting forth in detail the manner and form in which Defendants have complied with the injunction and order of the Court;

C. For an order seizing and impounding all accused products, including those en route to the U.S. from Defendants' overseas supplier(s);

D. For a judgment requiring Defendants to account to AICO for and to pay AICO all profits acquired by Defendants from selling the accused products, as well as any other acts prescribed by 17 U.S.C. § 106 or for statutory damages based upon Defendants' acts of copyright infringement pursuant to 17 U.S.C. § 504(c), at AICO's election;

E. For a judgment to be entered for AICO against Defendants in an amount equal to \$150,000 per copyright infringed under 17 U.S.C. § 504(c).

F. For a judgment to be entered for AICO against Defendants in an amount equal to the profits Defendants made in connection with their sales of products that infringe the '839, '116, '601, '587, '916, '795, and '773 Patents pursuant to 35 U.S.C. § 289 to be proven at trial;

G. For a judgment awarding to AICO prejudgment and postjudgment interest until the award is fully paid;

H. For a judgment that Defendants have willfully and deliberately infringed AICO's rights, such that AICO is entitled to enhanced statutory damages pursuant to 17 U.S.C. § 504(c), if elected, and a determination that this is an exceptional case entitling AICO to enhanced

damages and attorneys' fees under the Patent Laws of the United States;

I. For an award to AICO of costs, including attorneys' fees, incurred in bringing this action under both the Copyright Act and the Patent Laws of the United States; and,

J. For such other and further relief as this Court may deem just and equitable under the circumstances.

Respectfully submitted,

Date: February 7, 2014

/s/ Donald D. Jackson

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