

1 Edward D. Johnson (SBN 189475)
wjohnson@mayerbrown.com
2 Rena Chng (SBN 209665)
rchng@mayerbrown.com
3 Jason A. Wrubleski (SBN 251766)
jwrubleski@mayerbrown.com
4 **MAYER BROWN LLP**
Two Palo Alto Square, Suite 300
5 3000 El Camino Real
Palo Alto, CA 94306-2112
6 Telephone: (650) 331-2000
Facsimile: (650) 331-2060
7

8 Attorneys for Plaintiffs
9 **KONINKLIJKE PHILIPS ELECTRONICS N.V. and**
U.S. PHILIPS CORPORATION

10
11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **WESTERN DIVISION**
14

15
16 **KONINKLIJKE PHILIPS**
17 **ELECTRONICS N.V. and**
U.S. PHILIPS CORPORATION,

18 Plaintiffs,

19 v.

20 **HD MEDIA, INC., HOP PHAM,**
21 **EVON PHAM, and DOES 1-10,**

22 Defendants.
23
24
25
26
27
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CV09-01381 JFW (RZx)

CASE NO. _____

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

FILED
2009 FEB 26 PM 2:58
CLERK OF DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

1 Plaintiffs Koninklijke Philips Electronics N.V. and U.S. Philips Corp. (“U.S.
2 Philips,” and collectively “Philips”) allege upon knowledge as to themselves and
3 their own actions, and upon information and belief as to all other matters, against
4 Defendants HD Media, Inc. (HD Media), Hop Pham, Evon Pham (together with
5 Hop Pham, “the Phams”) and Does 1-25 (collectively, “Defendants”) as follows:

6 **JURISDICTION AND VENUE**

7 1. This is an action for patent infringement arising under the United States
8 Patent Act (Title 35 of the United States Code). This Court has subject matter
9 jurisdiction of this action under 28 U.S.C. §§ 1331 and 1338(a).

10 2. Venue is proper in this District under 28 U.S.C. §§ 1391(c) and 1400(b)
11 because, among other things, one or more of the acts of infringement complained of
12 took place in this District and because Defendants purposefully engaged in acts of
13 infringement in this District.

14 **THE PARTIES**

15 3. Plaintiff Koninklijke Philips Electronics N.V. is a Dutch corporation
16 with its principal place of business in Amsterdam, The Netherlands.

17 4. Plaintiff U.S. Philips is a Delaware corporation with its principal place
18 of business at 1251 Avenue of the Americas, New York, New York.

19 5. Defendant HD Media is a California corporation with its principal place
20 of business at 13451 Brooks Drive, Baldwin Park, California. HD Media is in the
21 business of making, selling, and offering to sell Digital Versatile Discs (“DVDs”)
22 in the United States.

23 6. Defendant Hop Pham is the owner and general manager of HD Media,
24 Inc. In those capacities, Hop Pham controls the day-to-day operations of HD
25 Media. Previously, this Court has found “that Hop Pham personally directed HD
26 [Media]’s infringement” of the same patents that are at issue in this litigation.

BACKGROUND AND RELEVANT FACTS

Overview

13. Philips administers a worldwide program that licenses manufacturers to use Philips' patented technology in the production of DVDs. This Court previously has found that "[s]ince [Philips'] Patents[-in-Suit] are fundamental to DVD technology, they are necessarily infringed by anyone who makes, uses, offers for sale, or imports a DVD without a license from Philips."

14. In 2007, this Court permanently enjoined defendants HD Media and Hop Pham from "making, using, offering for sale or selling in the United States, or importing into the United States, DVDs in violation of the Patents-in-Suit without an express license from Philips for the Patents-in-Suit to do so." Today, in direct violation of that injunction, Defendants are making and selling DVDs without a license from Philips.

15. In September of 2008, Philips terminated HD Media's license to the Patents-in-Suit. HD Media had breached that license by (a) its failure to pay royalties owed and (b) its and Hop Pham's failures to remit payment on a promissory note reflecting damages awarded in earlier infringement litigation.

16. Despite the termination of HD Media's license, Defendants continue to replicate DVDs. This is an action by Philips against Defendants for infringement of the Patents-in-Suit, and against HD Media and Hop Pham for breach of the promissory note.

Judge Klausner's 2007 Injunction Against HD Media And Hop Pham

17. On September 14, 2006, Philips filed an amended complaint in this Court against HD Media and Hop Pham, among others, in the lawsuit captioned *Koninklijke Philips Electronics N.V., et al. v. Poso Media LLC, et al.*, Case No. 06 CV-2354 RGK (CWx) (the "2007 Patent Case"). Philips' amended complaint brought claims against HD Media and Hop Pham for infringing the Patents-in-Suit

1 and sought damages and a permanent injunction to enjoin HD Media and Hop
2 Pham from further infringement.

3 18. On April 12, 2007, this Court ruled on summary judgment that HD
4 Media had willfully infringed the Patents-in-Suit and that Hop Pham had induced
5 HD Media's willful infringement. This Court permanently enjoined HD Media and
6 Hop Pham from making, using, offering for sale or selling in the United States, or
7 importing into the United States, DVDs without an express license from Philips.

8 19. Shortly after this Court granted Philips summary judgment and issued
9 the permanent injunction against HD Media and Hop Pham, the parties agreed to
10 settle the 2007 Patent Case.

11 20. In a Stipulation of Dismissal filed on May 17, 2007, HD Media and
12 Hop Pham stipulated:

- 13 (a) That they were liable for infringing the Patents-in-Suit by, among
14 other things, making and selling DVDs without a license;
15 (b) That they are permanently enjoined from making, selling, or offering
16 for sale in the United States DVDs without an express license from
17 Philips; and
18 (c) That any violation of that injunction shall be civil contempt, and that in
19 any contempt order to enforce this injunction, Philips may be awarded
20 treble damages for willful infringement and all attorneys' fees and
21 costs.

22 A copy of the Order and Stipulation of Dismissal is attached hereto as Exhibit 3.

23 ***HD Media's Breaches Of The Philips License Agreements***

24 21. After conclusion of the 2007 Patent Case, Philips entered into two
25 license agreements with HD Media effective May 1, 2007: (1) the DVD Video
26 Disc and DVD ROM Disc Patent License Agreement ("DVD Agreement")
27 (attached as Exhibit 4) and accompanying side letter ("DVD Side Letter") (a
28 redacted copy of which is attached as Exhibit 5); and (2) the Patent License

1 Agreement for the Use of AC-3 Technology in the Manufacture of DVD Video
2 Discs (“AC-3 Agreement”) (attached as Exhibit 6) and accompanying side letter
3 (“AC-3 Side Letter”) (a redacted copy of which is attached as Exhibit 7)
4 (collectively, the “License Agreements”).

5 22. The Patents-in-Suit were among the patents licensed to HD Media
6 under the License Agreements.

7 23. The License Agreements granted HD Media a non-exclusive, non-
8 transferable license to manufacture DVDs in the United States. Exhibit 5 § 15(d);
9 Exhibit 7 § 14(d).

10 24. The License Agreements also granted HD Media a non-exclusive, non-
11 transferable license to sell or otherwise dispose of DVDs subject to certain terms set
12 forth in the License Agreements. Exhibit 5 § 15(d); Exhibit 7 § 14(d).

13 25. In consideration for the rights granted to it under the License
14 Agreements, HD Media agreed to pay Philips royalties on all DVDs sold by them.
15 Exhibit 4 § 4.2; Exhibit 6 § 3.1. Specifically, HD Media agreed, on a quarterly
16 basis, to (1) submit timely, accurate royalty reports that set forth the number of
17 DVDs sold and the amount of royalties owed on the sale of such DVDs, and (2) pay
18 the royalties owed. Exhibit 4 § 4.3; Exhibit 6 § 3.2.

19 26. Also in consideration for the rights granted to HD Media under the
20 License Agreements, HD Media executed a Promissory Note (attached as Exhibit
21 8) pursuant to which they agreed to pay Philips \$200,000 in ten (10) monthly
22 installments of \$20,000 each starting June 1, 2007. Exhibit 8; Exhibit 5 § 3(b);
23 Exhibit 7 § 3(b). This note represented royalties owed on DVDs manufactured
24 before the execution of the License Agreements.

25 27. HD Media repeatedly breached its contractual obligations to Philips
26 under the License Agreements by failing to submit timely royalty reports, failing to
27 submit timely payment for the royalties owed, and failing to submit complete
28

1 payments for the royalties owed. Each and every such instance reflects a clear
2 breach of the unambiguous provisions of the License Agreements.

3 28. HD Media and Hop Pham also repeatedly breached their contractual
4 obligations to Philips under the Promissory Note. At no point since June 1, 2007
5 has HD Media or Hop Pham made a single timely payment due under the
6 Promissory Note.

7 29. Each of HD Media's and Hop Pham's failures to make a full and timely
8 payment under the Promissory Note also constitutes a breach of the License
9 Agreements. Exhibit 5 § 3; Exhibit 7 § 3.

10 ***Termination Of The License Agreements And***
11 ***Defendants' Infringement Of The Patents-in-Suit***

12 30. Because of Defendants' breaches, Philips notified Defendants on
13 August 6, 2008, that they were not in full compliance with their obligations under
14 the License Agreements. Specifically, Philips notified Defendants that they had not
15 remitted full payment for royalties accrued during the first quarter of 2008, and that
16 they had failed to make full and timely payments under the Promissory Note.

17 31. Defendants failed to cure their breaches within the 30 days' period
18 provided by the License Agreements, and Philips terminated the License
19 Agreements, notifying HD Media and Hop Pham of the termination by letter dated
20 September 10, 2008. Exhibit 4 § 10.2; Exhibit 6 § 6.2.

21 32. Defendants continue, after termination of the License Agreements, to
22 make, offer to sell, and sell DVDs. These unlicensed DVDs infringe the Patents-in-
23 Suit.

24 33. HD Media and Hop Pham have stipulated that any unlicensed
25 manufacture of DVDs after termination of the License Agreements constitutes
26 infringement of the Patents-in-Suit. Exhibit 5 § 14. HD Media and Hop Pham have
27 also "stipulate[d] to the entry of a temporary restraining order and/or a preliminary
28

injunction” if Philips presents evidence to a court that HD Media made DVDs or CDs after termination of the License Agreements. Exhibit 5 § 14; Exhibit 7 § 13.

34. Philips now seeks damages to compensate for harm suffered as a direct result of Defendants’ infringement and breach, and injunctive relief to prevent Defendants from inflicting further harm on Philips by, among other things, manufacturing and selling unlicensed DVDs that infringe the Patents-in-Suit.

CLAIMS FOR RELIEF

First Claim for Relief: Infringement of the ’512 Patent

Against All Defendants

35. Philips re-alleges and incorporates by reference paragraphs 1 through 34 hereof as if set forth herein in full.

36. Defendants, in violation of 35 U.S.C. § 271, have been and currently are infringing, contributorily infringing or inducing others to infringe one or more claims of the ’512 Patent, either literally or under the doctrine of equivalents, by without license or authority making, using, offering to sell, selling or importing into the United States—within this district and elsewhere—DVDs that infringe upon the ’512 Patent.

37. Defendants’ acts of infringement include the following:

(a) Defendants have been and currently are without license or authority making, using, offering to sell, selling or importing into the United States—within this District and elsewhere—DVDs that infringe the ’512 Patent.

(b) The Phams have knowingly and willfully aided and abetted or actively induced HD Media, Inc. to without license or authority make, use, offer to sell, sell or import into the United States—within this District and elsewhere—DVDs that infringe upon the ’512 Patent;

(c) The Phams have knowingly and willfully aided and abetted or actively induced HD Media to infringe or induce others to infringe one or more claims of the ’512 Patent, either literally or under the doctrine of equivalents, by without

1 license or authority making, using, offering to sell, selling, or importing into the
2 United States—within this District and elsewhere—DVDs that infringe upon the
3 '512 Patent.

4 (d) The Phams have specifically and willfully directed family members as
5 well as other officers, agents, distributors, customers or employees of themselves or
6 HD Media to infringe one or more claims of the '512 Patent, either literally or
7 under the doctrine of equivalents, by without license or authority making, using,
8 offering to sell, selling, or importing into the United States—within this District and
9 elsewhere—DVDs that infringe upon the '512 Patent.

10 38. Each Defendant had actual knowledge of the '512 Patent. Moreover,
11 Hop Pham and HD Media have stipulated that the '512 Patent is valid and infringed
12 by the unlicensed manufacture of DVDs. Defendants have no reasonable basis for
13 a good faith conclusion: (1) that their conduct described above avoided
14 infringement of the '512 Patent; or (2) that the '512 Patent was invalid.
15 Defendants' conduct, therefore, constitutes willful infringement.

16 39. Philips has suffered damage and irreparable harm as a result of
17 Defendants' infringement of the '512 Patent, and will continue to suffer damage
18 and irreparable harm from Defendants' continuing infringement until Defendants
19 are enjoined therefrom by the Court.

20 **Second Claim for Relief: Infringement of the '641 Patent**

21 *Against All Defendants*

22 40. Philips re-alleges and incorporates by reference paragraphs 1 through
23 39 hereof as if set forth herein in full.

24 41. Defendants, in violation of 35 U.S.C. § 271, have been and currently
25 are infringing, contributorily infringing or inducing others to infringe one or more
26 claims of the '641 Patent, either literally or under the doctrine of equivalents, by
27 without license or authority making, using, offering to sell, selling or importing into
28

1 the United States—within this district and elsewhere—DVDs that infringe upon the
2 '512 Patent.

3 42. Defendants' acts of infringement include the following:

4 (a) Defendants have been and currently are without license or authority
5 making, using, offering to sell, selling or importing into the United States—within
6 this District and elsewhere—DVDs that infringe the '641 Patent.

7 (b) The Phams have knowingly and willfully aided and abetted or actively
8 induced HD Media to without license or authority make, use, offer to sell, sell or
9 import into the United States—within this District and elsewhere—DVDs that
10 infringe upon the '641 Patent;

11 (c) The Phams have knowingly and willfully aided and abetted or actively
12 induced HD Media to infringe or induce others to infringe one or more claims of
13 the '641 Patent, either literally or under the doctrine of equivalents, by without
14 license or authority making, using, offering to sell, selling, or importing into the
15 United States—within this District and elsewhere—DVDs that infringe upon the
16 '641 Patent.

17 (d) The Phams have specifically and willfully directed family members as
18 well as other officers, agents, distributors, customers or employees of themselves or
19 HD Media to infringe one or more claims of the '641 Patent, either literally or
20 under the doctrine of equivalents, by without license or authority making, using,
21 offering to sell, selling, or importing into the United States—within this District and
22 elsewhere—DVDs that infringe upon the '641 Patent.

23 43. Each Defendant had actual knowledge of the '641 Patent. Moreover,
24 Hop Pham and HD Media have stipulated that the '641 Patent is valid and infringed
25 by the unlicensed manufacture of DVDs. Defendants have no reasonable basis for
26 a good faith conclusion: (1) that its conduct described above avoided infringement
27 of the '641 Patent; or (2) that the '641 Patent was invalid. Defendants' conduct,
28 therefore, constitutes willful infringement.

JURY DEMAND

Plaintiffs hereby demand a jury trial for this action.

Dated: February 26, 2009

MAYER BROWN LLP

By: 

Edward D. Johnson

Attorneys for Plaintiffs
KONINKLIJKE PHILIPS ELECTRONICS N.V.
and U.S. PHILIPS CORP.

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

KONINKLIJKE PHILIPS ELECTRONICS N.V. and
U.S. PHILIPS CORPORATION

PLAINTIFF(S)

v.

HD MEDIA, INC., HOP PHAM, EVON PHAM, and
DOES 1-10,

DEFENDANT(S).

CASE NUMBER

CV 09-01381 JFW (RZx)

SUMMONS

TO: DEFENDANT(S): HD Media, Inc.; Hop Pham; and Evon Pham

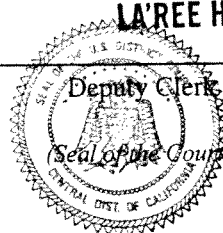
A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Edward D. Johnson, whose address is MAYER BROWN LLP, Two Palo Alto Square, Suite 300, Palo Alto, CA 94306-2112. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: FEB 26 2009

By: LA'REE HORN



1192

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

COPY

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

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) KONINKLUKE PHILIPS ELECTRONICS N.V. and U.S. PHILIPS CORPORATION	DEFENDANTS HD MEDIA, INC., HOP PHAM, EVON PHAM, and DOES 1-25
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Edward D. Johnson (SBN 189475) Two Palo Alto Square, Suite 300 MAYER BROWN LLP 3000 El Camino Real Tel.: (650) 331-2000 Palo Alto, CA 94306-2112	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify):
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

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

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

35 U.S.C. § 271: PATENT INFRINGEMENT

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

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: 09-01381

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

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

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ Yes
If yes, list case number(s): 06-2354 RGK (CWx); also 05-6445, 06-8787, 05-8943, 06-2468, 06-3382, 06-3588, 06-5942, 06-6382, 06-6592, 06-6773, 07-4788

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or
☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☒ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☒ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	KONINKLIJKE PHILIPS ELECTRONICS N.V. -- The Netherlands U.S. PHILIPS CORPORATION -- Delaware

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
HD MEDIA, INC. is doing business in the County of Los Angeles HOP PHAM and EVON PHAM reside in the County of Los Angeles	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
ALL CLAIMS arose in the County of Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ Date February 26, 2009

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))