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10 **UNITED STATES DISTRICT COURT**
11 **EASTERN DISTRICT OF CALIFORNIA**

12 A.J. RASSAMNI, an individual,
13 Plaintiff,

14 v.

15 FRESNO AUTO SPA, INC., a California
16 corporation doing business as River Park
17 Express Car Wash; STEVAN MATIJEVICH,
18 an individual; and DOES 1 through 25,
19 inclusive,

20 Defendants.

Case No.: 1:18-cv-00738-LJO-EPG

**FIRST AMENDED COMPLAINT FOR
COPYRIGHT INFRINGEMENT**

Plaintiff A.J. RASSAMNI, an individual, alleges as follows:

PRELIMINARY STATEMENT

1. Plaintiff brings this action seeking to put an immediate stop to, and to obtain redress for, Defendants' blatant and purposeful infringement of Plaintiff's original works, including his car wash brochure and inspection sheet ("Copyrighted Material") (See Exhibit "A").

2. Plaintiff is well-known in the car wash industry and has built a successful business through the creation and use of his Copyrighted Material.

3. Defendants' conduct is causing, and unless immediately enjoined will continue to cause, enormous and irreparable harm to Plaintiff.

4. Defendants may not continue to exploit Plaintiff's Copyrighted Material without

1 authorization from Plaintiff. Defendants' conduct must immediately be stopped, and Plaintiff
2 must be compensated for Defendants' willful acts of infringement.

3 **JURISDICTION AND VENUE**

4 5. This is a civil action seeking damages and injunctive relief for copyright
5 infringement under the Copyright Act of the United States, 17 U.S.C. §101, et seq.

6 6. This Court has subject matter jurisdiction over this copyright infringement
7 action pursuant to 28 U.S.C. §§1331 and 1338 (a).

8 7. This Court has personal jurisdiction over Defendants because, among other
9 things, Defendants are doing business in the State of California and in this judicial district, the
10 acts of infringement complained of herein occurred in the State of California and in this judicial
11 district, and Defendants have caused injury to Plaintiff and his intellectual property within the
12 State of California and in this judicial district.

13 8. Venue is proper in this district pursuant to 28 U.S.C. §§1391 (b) and (c), and/or
14 §1400(a).

15 **THE PARTIES**

16 9. Plaintiff is the owner of Great American Car Wash in Fresno, California, and the
17 author and legal owner of the Copyrighted Material.

18 10. Defendant Fresno Auto Spa, Inc. is a California corporation doing business as
19 River Park Express Car Wash a few blocks from Great American Car Wash in Fresno,
20 California. Defendant, Stevan Matijevich is the sole shareholder of Fresno Auto Spa, Inc.

21 11. Plaintiff is informed and believes, and thereon alleges, that Does 1 through 12
22 are persons, corporations, or other entities which reside or are authorized to do and are doing
23 business in the State of California. The true identities of Does 1 through 12 are currently
24 unknown to Plaintiff; therefore, Plaintiff now sues Does 1 through 12 by fictitious names.
25 Plaintiff will amend this Complaint to state the proper names of each Doe Defendant when its
26 identity is discovered.

27 12. Plaintiff is informed and believes, and thereon alleges, that Does 13 through 25
28

1 are persons, corporations, or other entities which reside or are authorized to do and are doing
2 business in the State of California. The true identities of Does 13 through 25 are currently
3 unknown to Plaintiffs and therefore Plaintiffs pray for leave to amend this Complaint to assert
4 the proper names of each Doe Defendant when its identity is discovered. Plaintiff is informed
5 and believes, and thereon allege, that Does 13 through 25 were the managerial agent, employee,
6 predecessor, subsidiary successor, joint venturer, co-conspirator, alter ego, and/or
7 representative of each and every other Defendant named herein or identified as Does 1 through
8 12, and acted with the permission, authorization and/or ratification and consent of each and
9 every other Defendant at all relevant times herein.

10 13. Plaintiff is informed and believes, and therefore alleges, that each fictitiously
11 named Defendant, including Does 1 through 12, is in some way responsible for, participated in,
12 or contributed to the matters of which Plaintiff complains of, and has legal responsibility for
13 those matters.

14 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
15 each of the defendants, whether named or fictitious, was the agent or employee of each of the
16 other defendants, and in doing the things alleged to have been done in the complaint, acted
17 within the scope of such agency or employment, or ratified the acts of the other.

18 **GENERAL FACTUAL ALLEGATIONS**

19 15. Plaintiff is the author of the Copyrighted Material. Plaintiff owns the rights and
20 title to the Copyrighted Material.

21 16. Plaintiff filed an application for copyright registration with the United States
22 Copyright Office and was provided Registration Number TXu1-631-939 on October 19, 2009,
23 and Registration Number TX7-168-751 on April 14, 2010, with respect to the Copyrighted
24 Material (See Exhibit "A").

25 17. On or around the summer of 2017 Plaintiff learned that Defendants and/or their
26 agents **copied verbatim**, reproduced **on paper**, distributed **to their customers**, and used
27 Plaintiff's Copyrighted Material in the following manner:
28

- 1 a. Copied verbatim the following original text from Plaintiff’s Copyrighted
2 Material (Detail Inspection Sheet): “Dear Customer, While it is our
3 intent to provide you with the best available service and the finest
4 craftmanship in the reconditioning of your vehicle, it has become
5 necessary for us to disclaim total liability for any damage including but
6 not limited to the following: engine damage, further chipping of the
7 paint, tear to the interior fabric of worn material, ...However, we have
8 100% confidence in the safety of our process...”;
- 9 b. Placed the above-referenced verbatim text of Plaintiff’s Copyrighted
10 Material in a document entitled “Riverpark Car Wash” (See Exhibit
11 “A”) and thereafter utilized this document during the normal course of
12 their business by providing a copy of the same to their customers
13 purchasing car wash services to disclaim liability as to any damage to
14 the customers’ vehicles.

15 18. Plaintiff is informed and believes, and thereon alleges, that Defendants had
16 Unauthorized access to Plaintiff’s Copyrighted Material because of Defendant’s
17 solicitation and subsequent hiring of multiple former employees of Plaintiff who were
18 given access to Plaintiff’s Copyrighted Material during their employment with Plaintiff.
19 Plaintiff is informed and believes, and thereon alleges, that Defendants were provided
20 with a copy of Plaintiff’s Copyrighted Material by one or more of Plaintiff’s former
21 employees sometime between 2014 and 2017 and that Defendants began using Plaintiff’s
22 Copyrighted Materials as alleged above on or around 2014 and continuing through the
23 present.

24 19. Defendants do not have any license, authorization, permission, or consent to
25 use Plaintiff’s Copyrighted Material.

26 20. Prior to the filing of this action, Plaintiff notified Defendants of their infringing
27 conduct and demanded that Defendants immediately cease and desist from any further use of
28 Plaintiff’s Copyrighted Material. Plaintiff is entitled to injunctive relief and redress for

1 Defendants' willful, intentional, and purposeful use and exploitation of Plaintiff's Copyrighted
2 Material for their own financial benefit with full knowledge that such use constituted
3 infringement of, and was in disregard of, Plaintiff's rights.

4 **COUNT 1 – COPYRIGHT INFRINGEMENT**

5 **(17 U.S.C. §102)**

6 21. Plaintiff incorporates herein by this reference each and every allegation
7 contained in paragraphs 1 through 20, inclusive.

8 22. Through their conduct as alleged herein, Defendants have infringed Plaintiff's
9 Copyrighted Material in violations of Section 102 of the Copyright Act, 17 U.S.C. §102.

10 23. Defendants' acts of infringement are willful, intentional, and purposeful, in
11 disregard of and with indifference to Plaintiff's rights.

12 24. As a direct and proximate result of said infringement by Defendants, Plaintiff is
13 entitled to damages in an amount to be proven at trial.

14 25. Plaintiff is also entitled to Defendants' profits and/or statutory damages
15 attributable to the infringement, pursuant to 17 U.S.C. §504(b) and/or (c).

16 26. Plaintiff further is entitled to his attorney's fees and full costs pursuant to 17
17 U.S.C. §505 and otherwise according to law.

18 27. As a direct and proximate result of the foregoing acts and conduct, Plaintiff has
19 sustained and will continue to sustain substantial, immediate, and irreparable injury, for which
20 there is no adequate remedy at law. Plaintiff is informed and believes, and thereon alleges, that
21 unless enjoined and restrained by this Court, Defendants will continue to infringe Plaintiff's
22 rights in the Copyrighted Material. Plaintiff is entitled to preliminary and permanent injunctive
23 relief to restrain and enjoin Defendants' continuing infringing conduct.

24 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them,
25 jointly and severally, as follows:

26 1. For damages in such amount as may be found, or as otherwise permitted
27 by law.

28 2. For an accounting of, and the imposition of constructive trust with

1 respect to, Defendants' profits attributable to its infringements of Plaintiff's Copyrighted
2 Material and/or statutory damages as allowed by law.

3 3. For a preliminary and permanent injunction prohibiting Defendants, and
4 their respective agents, servants, employees, officers, successors, licensees, and assigns, and all
5 persons acting in concert or participation with each or any of them, from continuing to infringe
6 Plaintiff's Copyrighted Material.

7 4. For prejudgment interest according to law.

8 5. For Plaintiff's attorneys' fees, costs, and disbursements in this action.

9 6. For such other and further relief as the Court may deem just and proper.

10
11 Dated: 10-12-18

LAW OFFICE OF
AMY R. LOVEGREN-TIPTON, APLC

12
13
14 By: 
15 AMY R. LOVEGREN-TIPTON
16 Attorney for PLAINTIFF

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff demands a trial by jury.

19 Dated: 10-12-18

LAW OFFICE OF
AMY R. LOVEGREN-TIPTON, APLC

20
21 By: 
22 AMY R. LOVEGREN-TIPTON
23 Attorney for PLAINTIFF
24
25
26
27
28

EXHIBIT A

Certificate of Registration



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

Registration Number
TXu 1-631-939

Effective date of
registration:
October 19, 2009

Title _____

Title of Work: GACW document

Completion/ Publication _____

Year of Completion: 1997

Author _____

• Author: AJ Rassamni

Author Created: text

Work made for hire: No

Citizen of: United States

Year Born: 1963

Copyright claimant _____

Copyright Claimant: AJ Rassamni

619 Azure Hills Dr, Simi Valley, CA, 93065, United States

Certification _____

Name: Casey Feigh

Date: October 12, 2009

Applicant's Tracking Number: 6351105

Certificate of Registration



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

Registration Number
TX 7-168-751

Effective date of
registration:
April 14, 2010

Title

Title of Work: car wash brochure/inspection sheet
Previous or Alternative Title: GACW document

Completion/Publication

Year of Completion: 2009
Date of 1st Publication: December 1, 2009 Nation of 1st Publication: United States

Author

Author: AJ Rassamni
Author Created: text, Additional Text
Work made for hire: No
Citizen of: United States
Year Born: 1963

Copyright claimant

Copyright Claimant: AJ Rassamni
3854 N. Blackstone Ave., Fresno, CA, 93726, United States

Limitation of copyright claim

Material excluded from this claim: text, Preexisting text
Previous registration and year: TXu 1-631-939 2009
New material included in claim: text, All other text

Certification

Name: Benson Ling
Date: April 9, 2010
Applicant's Tracking Number: 7786305

RIVERPARK CAR WASH

Date:	Price \$
Customer:	
Address:	
Home #	
Color:	Make: Model: Year: License:

Pick up time is NOT guaranteed. All cars will be ready before closing time.

- Exterior Clay, Buff & Wax
- Teflon Sealer
- Water spots or Over Spray Removal
- Complete Shampoo
- Odor Eliminator
- Fabric Protection
- Leather Conditioner
- Engine Clean
- Super Fast Pass 1 Month
- Full Fast Pass 1 Month

EMPLOYEE
SIGNATURE

Dear Customer,

While it is our intent to provide you with the BEST available service, and the finest craftsmanship in the reconditioning of your vehicle, it has become necessary for us to **DISCLAIM TOTAL LIABILITY FOR AND ALL DAMAGES** including but not limited to the following: engine damage, further chipping of the paint, tear to the interior fabric of worn material, broken side view mirrors, scratches in windshield and cracks due to pre-existing chips. However we have 100% confidence in the safety of our process and Detail Staff.

For safety and liability reasons River park Car Wash and its employees can not remove the following: Car seats, any and all forms of child restraints, any and all forms of removable seats from any type of vehicle.

I have read the above conditions and I agree to the service.

Signature: _____ Date: _____

Print Name: _____



Great American Car Wash Detail Inspection Sheet

Referred by: _____

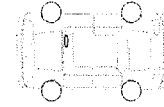
NAME	ADDRESS			
CITY	STATE	ZIP	MAIN PHONE#	ALTERNATE#
MAKE	MODEL	YEAR	L.P.#	COLOR
E-MAIL	DATE			

- Pick up Time is not guaranteed. All cars will be ready before closing time.**
- | | | |
|--|--|--|
| <input type="checkbox"/> Exterior Teflon with Warranty | <input type="checkbox"/> Headlight Restoration | <input type="checkbox"/> Engine Clean |
| <input type="checkbox"/> Clay Wax | <input type="checkbox"/> Interior Steam Clean | <input type="checkbox"/> Paint-less Dent Removal |
| <input type="checkbox"/> Clay Buff & Wax | <input type="checkbox"/> Odor Eliminator | <input type="checkbox"/> Windshield Replacement |
| <input type="checkbox"/> Over Spray Paint removal | <input type="checkbox"/> Fabric Protection | <input type="checkbox"/> Orbital Wax |
| <input type="checkbox"/> Water Spots removal | <input type="checkbox"/> Leather Protection | <input type="checkbox"/> |

Dear Customer,

While it is our intent to provide you with the best available service and the finest craftsmanship in the reconditioning of your vehicle, it has become necessary for us to **disclaim total liability for any damage** including but not limited to the following: engine damage, further chipping of the paint, tear to the interior fabric of worn material, broken side view mirrors, scratches in windshield and cracks due to pre-existing chips. Not responsible for items left in vehicles. However we have 100% confidence in the safety of our process. I have read the above conditions and I agree to the service.

S.W P.C T.C



Q 1-10 Ref 1-10

E.M

I Y

Signature _____ Date _____

V.I.P. Club Members

Circle one	Auto Renew	3 Months	6 Months	12 Months
Freedom	\$37.99	\$113.97	\$227.94	\$455.88
President	\$34.99	\$104.97	\$209.94	\$419.88
F.S. Wash	\$27.99	\$83.97	\$167.94	\$335.88
Liberty	\$17.99	\$53.97	\$107.94	\$215.88
Patriot Wash	\$15.99	\$47.97	\$95.94	\$191.88
Speed	\$12.99	\$38.97	\$77.94	\$155.88

One Month FREE!
With a Purchase \$100
Detail or more

CREDIT CARD INFORMATION IS REQUIRED FOR AUTOMATIC RENEWAL ONLY																	
Credit Card #	L	A	S	T	4	D	G	I	T	S							
Expiration date											C	V	V				

Membership is limited to the one vehicle described above and up to 10 washes per month (Private owned vehicles only). We cannot refund any membership fees once charged. \$20.00 fee for any changes made to the membership such as transferring vehicles. Non-usage does not constitute cancellation. No carryover of unused services. Conditions and terms of this agreement may be amended or supplemented without notice. By signing below, I authorize Great American Car Wash Fresno to charge my credit card on the _____ day of each month for that month's membership fee. To cancel this membership, after one month of automatic renewal, I agree to provide written notice with instructions to cancel one week prior to renewal day. I understand that this form contains the entire agreement.

Name: _____



Date: _____

CODE 02628
Customer Assumes
Responsibility for
Anything that happens
Inside the Tunnel!!!

RIVER PARK CAR WASH

DATE: 6-4-17
 CUSTOMER: Sandra
 ADDRESS: [Redacted] E Richmond Ave, Fr 93720
 PHONE NUMBER: [Redacted]
 MAKE: Toyota MODEL: Highlander COLOR: Silver YEAR: 2001 LICENSE: 0817

- EXTERIOR CLAY, BUFF, AND OR WAX
- COMPLETE DETAIL AND TEFLON SEALER
- WATER SPOTS OR OVER SPRAY REMOVAL
- COMPLETE SHAMPOO, SEATS, AND OR CARPET
- ODOR ELIMINATOR
- FABRIC PROTECTION
- LEATHER CONDITIONER
- ENGINE CLEAN

Head Lights / pro wash

DEAR CUSTOMER,

While it is our intent to provide you with the best available service, and the finest reconditioning of your vehicle, it has become necessary for us to **DISCLAIM TOTAL LIABILITY FOR ALL DAMAGES** including but not limited to the following: engine damage, further chipping of the paint, tear to the interior fabric of worn material, cracks in windshield due to pre-existing chips. However we have confidence in the safety of our process and Detail Staff. Thank You

For safety and liability reasons River Park Car Wash and its employees can not remove the following: Car seats, any and all forms of child restraints, any and all forms of removable seats from any type of vehicle.

***I have read the above conditions and I agree to the service**

Signature: [Redacted] Date: 6-4-17
 Print name: SANDRA [Redacted]

Employee

Signature: _____
 Print Name: _____

This document was found on Defendants' premises by Plaintiff
Redacted to protect privacy of Defendants' customer