

COPY

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Michael C. Zweiback, CSB No. 143549  
Jason P. Gonzalez, CSB No. 178768  
Kelly L. Kress, CSB No. 246368  
NIXON PEABODY LLP  
555 W. Fifth Street, 46<sup>th</sup> Floor  
Los Angeles, CA 90013  
Telephone: (213) 629-6000  
Facsimile: (213) 629-6001  
Email: mzweiback@nixonpeabody.com  
jgonzalez@nixonpeabody.com  
kkress@nixonpeabody.com

FILED  
12 APR 12 PM 3:33  
CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

Attorneys for Plaintiff Band Pro Film & Digital, Inc.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CV 12-03226 (STJ)(MPW)

BAND PRO FILM & DIGITAL, INC.,  
a California corporation,  
  
Plaintiff,  
  
vs.  
  
ARRI INC., a Delaware corporation, and  
MICHAEL BRAVIN, an individual,  
  
Defendants.

Case No.  
COMPLAINT FOR VIOLATIONS  
OF:

1. THE COMPUTER FRAUD AND ABUSE ACT
  2. STORED COMMUNICATIONS ACT
  3. UNAUTHORIZED ACCESS TO COMPUTERS
  4. RECEIVING STOLEN PROPERTY
  5. UNFAIR COMPETITION
  6. INVASION OF PRIVACY
  7. CONVERSION
  8. MISAPPROPRIATION OF TRADE SECRETS
  9. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
  10. NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
  11. UNJUST ENRICHMENT
  12. BREACH OF FIDUCIARY DUTY
  13. BREACH OF IMPLIED CONTRACT;
- DEMAND FOR JURY TRIAL

**INTRODUCTION**

1  
2 1. This complaint concerns an ongoing email theft and corporate  
3 espionage scheme that started no later than December 2009 and continued through  
4 at least June 2010. Throughout that time period, defendant Michael Bravin  
5 (“Bravin”) improperly and without authorization hacked into the confidential email  
6 account of the Chief Executive Officer of plaintiff Band Pro Film & Digital, Inc.  
7 (“BAND PRO”). This email account contained thousands of confidential emails  
8 and sensitive information regarding BAND PRO’s business plans, customers,  
9 pricing and marketing strategies, as well as other highly sensitive and confidential  
10 information. Defendant Bravin provided the obtained information to his employer,  
11 defendant ARRI, Inc. (“ARRI”), for ARRI and Bravin to use to compete with  
12 BAND PRO and its clients and customers. These actions seriously harmed BAND  
13 PRO, and led to the federal criminal prosecution of Bravin for his illegal hacking  
14 activities. (See United States District Court No. CR 11-807-SH). BAND PRO  
15 therefore complains and alleges against defendants Bravin and ARRI as follows:

**THE PARTIES**

16  
17 2. BAND PRO is a corporation organized and existing under the laws of  
18 the state of California. Its principal place of business is at 3403 West Pacific  
19 Avenue, Burbank, California 91505.

20 3. BAND PRO is informed and believes, and thereupon alleges, that  
21 Defendant ARRI Inc. is a Delaware corporation with its headquarters at 617 Route  
22 303, Blauvelt, New York 10913. BAND PRO is also informed and believes, and  
23 thereupon alleges, that ARRI has corporate offices and does business at 600 North  
24 Victory Blvd., Burbank, California 91502.

25 4. BAND PRO is informed and believes, and thereupon alleges, that  
26 Bravin is an individual residing in Los Angeles County, California, within this  
27 judicial district. The acts that give rise to the claim against Bravin occurred within  
28 this judicial district, including in Orange and Los Angeles counties.

1           5.     BAND PRO believes that ARRI is vicariously liable for Bravin's acts.  
2 At all times surrounding the email hacking activities alleged in this complaint,  
3 Bravin was ARRI's Vice-President of Market Development for Digital Camera  
4 Products. BAND PRO is informed and believes, and thereupon alleges, that at all  
5 times relevant to this complaint, ARRI knew of, directed, ratified, condoned,  
6 encouraged and/or relied upon Bravin's acts. Further, BAND PRO is informed and  
7 believes, and thereupon alleges, that at all times relevant to this complaint, Bravin  
8 was acting in furtherance of the business of ARRI and for ARRI's benefit.

9   **JURISDICTION AND VENUE**

10           6.     Jurisdiction over this action is founded upon 28 U.S.C. §§ 1331, 1332  
11 and 1367.

12           7.     Venue is proper under 28 U.S.C. § 1391(b) and (c). Plaintiff and  
13 Defendants are doing business in California and/or residing in California.  
14 Defendants are subject to personal jurisdiction in California. The acts that give rise  
15 to all claims of this complaint also occurred in this judicial district and the damage  
16 to BAND PRO occurred in Orange or Los Angeles Counties in California.

17   **BACKGROUND**

18           8.     BAND PRO was founded in 1984 by Amnon Band. BAND PRO is a  
19 recognized leader in the film industry for supplying professional cameras, lenses,  
20 audio, power and lighting equipment. BAND PRO has been involved in many  
21 blockbuster film productions.

22           9.     BAND PRO is an exclusive distributor of certain products and camera  
23 technology. BAND PRO and its clients often enter into distributorship agreements  
24 which include confidentiality and non-disclosure agreements intended to protect  
25 each company's confidential and proprietary trade secret information from  
26 disclosure to competitors such as ARRI and other unauthorized third parties. As a  
27 result of and in furtherance of their relationship and contractual agreements, BAND  
28 PRO and its clients often each share confidential and proprietary information with

1 each other, including but not limited to engineering, design, sales, marketing,  
2 distribution, production, strategy, business plans, contact lists and information,  
3 customer information, pricing, and other highly sensitive and confidential  
4 information. BAND PRO and its clients take reasonable efforts to maintain the  
5 confidentiality of the trade secrets and proprietary information they share, including  
6 but not limited to maintaining the secrecy of their pricing and marketing strategies,  
7 business plans, customer lists and contact information, by using computer  
8 passwords to limit access, and by securing confidentiality and non-disclosure  
9 agreements with each other and third parties.

10 10. Bravin was employed at BAND PRO from 1995 through 2010. His  
11 final position at BAND PRO was Chief Technology Officer. He was also involved  
12 in expanding the market for high-definition technology for digital cinema. During  
13 his employment with BAND PRO as Chief Technology Officer, Bravin improperly  
14 obtained the user name and password for the email account of Amnon Band,  
15 BAND PRO's Chief Executive Officer.

16 11. In or about December 2009, Bravin resigned at BAND PRO and, in  
17 January 2010, joined ARRI. BAND PRO is informed and believes, and thereupon  
18 alleges, that Bravin was employed as ARRI's Vice-President of Market  
19 Development for Digital Camera Products and worked out of ARRI's Burbank  
20 office. In 2010, ARRI introduced a new digital cinema camera called the "Alexa."  
21 The Alexa was intended to be a competitor to the cameras, including Sony's, which  
22 BAND PRO offered to its customers. BAND PRO is informed and believes, and  
23 thereupon alleges, that Bravin's responsibilities at ARRI were marketing, training  
24 and education on the Alexa camera, and generally handling the development and  
25 marketing of the Alexa camera.

26 12. On numerous occasions between December 2009 and June 2010,  
27 Bravin intentionally accessed the computer network used in interstate commerce  
28 belonging to BAND PRO, without authorization, and obtained information from

1 that computer network. BAND PRO is informed and believes, and thereupon  
2 alleges, that Bravin without permission or authorization used the user name and  
3 password of Amnon Band to access the computer network via BAND PRO's secure  
4 server and take information from Amnon Band's email account. This information  
5 contained sensitive communications regarding trade secrets, including but not  
6 limited to, business plans, customer information, pricing and marketing strategies,  
7 as well as other highly sensitive and confidential information relating to BAND  
8 PRO and its customers, business associates, and suppliers including but not limited  
9 to Sony Electronics, Inc., for which BAND PRO is the largest and most  
10 strategically important distributor of high-end professional Sony cameras and other  
11 products.

12 13. BAND PRO is informed and believes, and thereupon alleges, that on  
13 more than one occasion, Bravin used ARRI's computers at the ARRI Burbank  
14 location to access the BAND PRO computers and Amnon Band's email account.  
15 BAND PRO is also informed and believes, and thereupon alleges, that on more  
16 than one occasion Bravin forwarded emails containing sensitive and confidential  
17 information that he unlawfully obtained from BAND PRO to his colleagues at  
18 ARRI.

19 14. Bravin, without permission and unlawfully, repeatedly accessed,  
20 reviewed, and/or copied thousands of emails from the BAND PRO server on a  
21 regular basis for over half a year. BAND PRO is informed and believes, and  
22 thereupon alleges, that Bravin's purpose in doing so was corporate espionage  
23 constituting an ongoing intentional and concerted effort to gain confidential,  
24 proprietary information of BAND PRO and others, including but not limited to  
25 their confidential business plans, pricing, marketing, and customer information, and  
26 thereby to provide ARRI an unfair business advantage against its competitors,  
27 including in bringing its ARRI Alexa camera to market. BAND PRO is informed  
28 and believes, and thereupon alleges, that Bravin saved or forwarded, either directly

1 or verbally, the information obtained from the BAND PRO emails to other ARRI  
2 executives and employees.

3 15. BAND PRO is informed and believes, and thereupon alleges, that at all  
4 times that Bravin undertook his actions of hacking the email account of Amnon  
5 Band, he was an employee and officer of ARRI. BAND PRO is further informed  
6 and believes, and thereupon alleges that Bravin undertook this course of action with  
7 the knowledge and consent of ARRI. In particular, BAND PRO is informed and  
8 believes, and thereupon alleges that Glenn Kennel (“Kennel”) and Bill Russell  
9 (“Russell”), executives of ARRI, had firsthand knowledge of Bravin’s hacking  
10 activities. BAND PRO is informed and believes, and thereupon alleges, that ARRI  
11 knowingly used competitive information gathered by Bravin from the email  
12 account of Amnon Band for its own advantage, including to compete against  
13 BAND PRO and its customers in the marketing of ARRI’s Alexa camera.

14 16. On or about August 22, 2011, Bravin was charged federally for his  
15 email hacking. Bravin was arraigned on or about September 12, 2011, and, on or  
16 about September 22, 2011, pleaded guilty to unlawfully accessing BAND PRO’s  
17 email in violation of 18 U.S.C. § 1030(a)(2)(c). Bravin signed a plea agreement  
18 with the United States Attorney’s Office on August 18, 2011, which was filed on  
19 September 22, 2011. In the “Nature of the Offense” section of Bravin’s plea  
20 agreement, his crime is described as follows:

21 “1) defendant intentionally accessed without authorization  
22 or exceeded authorized access to a computer; and 2) by  
23 accessing without authorization or exceeding authorized  
24 access to a computer, the defendant obtained information  
25 from a computer that was used in or affected commerce or  
26 communication between one state and another state, or  
27 between a state of the United States and a foreign country.  
28 **Defendant admits that defendant is in fact, guilty of  
this offense as described in the single-count  
information.**” (emphasis added)



1 Bravin's plea agreement also states the following:

2 "Defendant and the USAO agree to the statement of facts  
3 provided below: "On or about January 19, 2010, in Los  
4 Angeles County, California, defendant intentionally  
5 accessed the computer used in interstate commerce  
6 belonging to Band Pro Film & Digital, Inc. ("Band Pro"),  
7 without authorization and obtained information from that  
8 computer. Defendant obtained the user name and  
9 password for the Band Pro email account of Amnon  
10 Band, President and Chief Executive Officer of Band Pro,  
11 during defendant's employment with Band Pro.  
12 Defendant resigned from Band Pro in December 2009,  
13 and began to work for another company. After resigning  
14 from Band Pro, from approximately December 2009,  
15 through June 2010, including on January 19, 2010,  
16 defendant accessed, without authorization, Amnon Band's  
17 email account and thereby read Band's emails. The total  
18 loss to Band Pro from defendant's unauthorized accessed  
19 totaled at least \$5,001."

14 17. Based on the government's sentencing position filing, it is clear Bravin  
15 forwarded emails that he obtained from Amnon Band's email account to colleagues  
16 at ARRI on at least two occasions.

17 18. The actions of Bravin show a pattern of corporate espionage facilitated  
18 by his hacking activities. BAND PRO is informed and believes, and thereupon  
19 alleges, that Bravin logged into BAND PRO's emails to retrieve "sensitive  
20 information pertaining to Band Pro's business strategies and product information."

21 19. As a result of all the activities undertaken by Bravin, individually and  
22 on behalf of ARRI, BAND PRO has been individually injured in an amount to be  
23 proven at trial. BAND PRO seeks damages, disgorgement, restitution, and  
24 indemnification related to Defendants' acts.

25  
26 ///

**FIRST CAUSE OF ACTION**

**Violation of the Computer Fraud & Abuse Act**

**(18 U.S.C. § 1030)**

1  
2  
3  
4 20. BAND PRO refers to and realleges paragraphs 1 through 18 above as  
5 though fully set forth at this point.

6 21. The foregoing conduct and actions of ARRI and Bravin constitute  
7 violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030. Subject matter  
8 jurisdiction is proper under 28 U.S.C. § 1331.

9 22. As set forth more fully above, after Bravin left the employment of  
10 BAND PRO, he intentionally accessed the private computer network of BAND  
11 PRO, including the servers hosting the email account of Amnon Band, which at all  
12 relevant times operated in and affected interstate and foreign commerce. Bravin did  
13 so without authorization or permission, and through his unauthorized and improper  
14 access thereby obtained thousands of confidential BAND PRO emails, including  
15 emails containing sensitive business and competitive information. BAND PRO is  
16 informed and believes, and thereupon alleges, that such acts were undertaken with  
17 the full knowledge and approval of ARRI, to benefit from the value of the protected  
18 competitive information of BAND PRO and others contained on the computers, for  
19 the purpose of ARRI's commercial advantage and Bravin's private financial gain.

20 23. As a direct and proximate result of the improper conduct of Bravin and  
21 ARRI, ARRI has competitively benefited, including in the marketing, introduction,  
22 and sales of its Alexa cameras, and BAND PRO has suffered losses exceeding  
23 \$5,000 during the period between December 2009 and June 2010, and continuing  
24 thereafter.

**SECOND CAUSE OF ACTION**

**Violation of the Stored Communications Act**

**(18 U.S.C. § 2701 et seq.)**

25  
26  
27  
28 24. BAND PRO refers to and realleges paragraphs 1 through 18 above as



1    though fully set forth at this point.

2           25.    The foregoing conduct and actions of ARRI and Bravin constitute  
3    violations of the Stored Communications Act, 18 U.S.C. § 2701 et seq. Subject  
4    matter jurisdiction is proper under 28 U.S.C. § 1331.

5           26.    As set forth more fully above, Bravin knowingly and intentionally  
6    accessed the private computer network operated by BAND PRO, including the  
7    servers hosting the email account of Amnon Band, which at all relevant times  
8    operated in and affected interstate and foreign commerce. Bravin did so without  
9    authorization or permission, and through his unauthorized and improper access  
10   thereby obtained thousands of confidential BAND PRO emails stored within  
11   BAND PRO's computer network, including emails containing sensitive business  
12   and competitive information of both BAND PRO and others. BAND PRO is  
13   informed and believes, and thereupon alleges that such acts were undertaken with  
14   the full knowledge and approval of ARRI, to benefit from the value of the  
15   competitive information of BAND PRO and others contained on the computers, for  
16   the purpose of ARRI's commercial advantage and Bravin's private financial gain.

17           27.    As a direct and proximate result of the improper conduct of Bravin and  
18   ARRI, ARRI has competitively benefited, including in the marketing, introduction,  
19   and sales of its Alexa cameras, and BAND PRO has suffered losses exceeding  
20   \$5,000 during the period between December 2009 and June 2010, and continuing  
21   thereafter. BAND PRO further alleges that punitive and exemplary damages are  
22   appropriate, as Bravin and ARRI's actions were willful, malicious, oppressive, and  
23   fraudulent, in willful and conscious disregard of BAND PRO's rights and have  
24   subjected BAND PRO to cruel and unjust hardship. Pursuant to 18 U.S.C. §  
25   2707(c), BAND PRO also seeks its attorney's fees associated with the investigation  
26   and prosecution of this action.

27  
28           ///

**THIRD CAUSE OF ACTION**

**Unauthorized Access to Computers**

**(California Penal Code § 502)**

1  
2  
3  
4 28. BAND PRO refers to and realleges paragraphs 1 through 18 above as  
5 though fully set forth at this point.

6 29. The foregoing conduct and actions of ARRI and Bravin constitute  
7 unauthorized access to computers in violation of California Penal Code section 502.  
8 Subject matter jurisdiction is proper under 28 U.S.C. §§ 1332 and 1367.

9 30. As set forth more fully above, Bravin knowingly accessed the private  
10 computer network of BAND PRO, including the servers hosting the email account  
11 of Amnon Band, which at all relevant times operated in and affected interstate and  
12 foreign commerce. Bravin did so without authorization or permission, and through  
13 his unauthorized and improper access thereby wrongfully obtained data including  
14 thousands of confidential BAND PRO emails, including emails containing sensitive  
15 business and competitive information. BAND PRO is informed and believes, and  
16 thereupon alleges, that Bravin and ARRI made use of the data they obtained  
17 through Bravin's wrongful access, including to benefit ARRI's business through  
18 the value of the competitive information of BAND PRO and others contained on  
19 the computers. BAND PRO is informed and believes, and therefore alleges that  
20 such acts were undertaken with ARRI's full knowledge and approval.

21 31. As a direct and proximate result of the improper conduct of Bravin and  
22 ARRI, ARRI has competitively benefited, including in the marketing, introduction,  
23 and sales of its Alexa cameras, and BAND PRO has suffered losses exceeding  
24 \$5,000 during the period between December 2009 and June 2010, including  
25 compensatory damages including but not limited to expenditures reasonably and  
26 necessarily incurred by BAND PRO to verify the extent of Bravin's access and  
27 whether any data was altered, damaged, or deleted by that access. BAND PRO  
28 further alleges that punitive and exemplary damages are appropriate, as Bravin and

1 ARRI's actions were willful, malicious, oppressive, and fraudulent, in willful and  
2 conscious disregard of BAND PRO's rights and have subjected BAND PRO to  
3 cruel and unjust hardship. Pursuant to California Penal Code section 502 (e)(2),  
4 BAND PRO also seeks its attorney's fees associated with the investigation and  
5 prosecution of this action.

6 **FOURTH CAUSE OF ACTION**

7 **Receiving Stolen Property**

8 **(California Penal Code § 496(c))**

9 32. BAND PRO refers to and realleges paragraphs 1 through 18 above as  
10 though fully set forth at this point.

11 33. The conduct and actions of ARRI and Bravin constitute receiving  
12 stolen property in violation of California Penal Code Section 496. Subject matter  
13 jurisdiction is proper under 28 U.S.C. § 1367.

14 34. As discussed above, Bravin through his actions in unlawfully hacking  
15 into BAND PRO's email servers wrongfully and intentionally took confidential and  
16 sensitive BAND PRO emails and other information and provided them to ARRI for  
17 Bravin and ARRI's use in competing with BAND PRO and others. The stolen  
18 BAND PRO emails, and the information they contained, constituted BAND PRO  
19 property. ARRI received these stolen BAND PRO emails knowing that the emails  
20 and the information they contained had been stolen and wrongfully obtained  
21 through Bravin's theft. ARRI further violated California Penal Code Section 496  
22 by concealing and/or failing to disclose its receipt of the stolen property from its  
23 true owners, BAND PRO, knowing the property to be stolen BAND PRO property.

24 35. As a direct and proximate result of the improper conduct of Bravin and  
25 ARRI, ARRI has competitively benefited through, including, but not limited to, the  
26 marketing, introduction, goodwill, industry recognition and sales of its Alexa  
27 cameras, and BAND PRO has been injured and a direct and proximate result, has  
28 suffered actual losses exceeding \$5,000 during the period between December 2009

1 and June 2010 and beyond. Pursuant to California Penal Code section 496(c),  
2 BAND PRO seeks three times the amount of the actual damages BAND PRO  
3 sustained, as well as its costs and attorney's fees associated with the investigation  
4 and prosecution of this action.

5 **FIFTH CAUSE OF ACTION**

6 **Statutory Unfair Competition – Computer Fraud & Hacking**

7 **(Cal. Bus. & Prof. § 17200; 18 U.S.C. § 1030)**

8 36. BAND PRO refers to and realleges paragraphs 1 through 34 above as  
9 though fully set forth at this point.

10 37. The foregoing conduct and actions of ARRI and Bravin constitute  
11 unfair competition under California Business & Professions Code § 17200. Subject  
12 matter jurisdiction is proper under 28 U.S.C. § 1367.

13 38. Title 18 of the United States Code, Section 1030, makes it a crime to  
14 intentionally access without authorization and obtain information from a protected  
15 computer operating in or affecting interstate commerce.

16 39. As set forth more fully above, without authorization, after Bravin left  
17 the employment of BAND PRO, he intentionally accessed the private computers of  
18 BAND PRO, including the servers hosting the email account of Amnon Band, all of  
19 which operated in and affected interstate commerce, and thereby accessed  
20 thousands of confidential emails, including emails containing sensitive business  
21 information. BAND PRO is informed and believes, and thereupon alleges that such  
22 acts were undertaken with the full knowledge, approval and/or ratification of ARRI,  
23 in order to benefit from the value of the competitive information of BAND PRO  
24 and others contained on the computers for the purpose of ARRI's commercial  
25 advantage and Bravin's private financial gain.

26 40. As a direct and proximate result of the improper conduct of Bravin and  
27 ARRI, ARRI has competitively benefited, including in the marketing, introduction,  
28 and sales of its Alexa cameras. The exact benefit to ARRI has not been calculated.

1 BAND PRO requests that ARRI and Bravin be required to disgorge to BAND PRO  
2 the value of the confidential, competitive information obtained from the acts of  
3 Bravin's hacking and theft of trade secrets.

## 4 **SIXTH CAUSE OF ACTION**

### 5 **Invasion of Privacy**

6 41. BAND PRO refers to and realleges paragraphs 1 through 18 above as  
7 though fully set forth at this point.

8 42. This is a claim against both Defendants for invasion of privacy.  
9 Subject matter jurisdiction is proper under 28 U.S.C. § 1367.

10 43. BAND PRO maintains a secure computer server for hosting its email  
11 accounts. One of those email accounts belongs to Amnon Band, BAND PRO's  
12 CEO. This email account was used for business communications, and contained  
13 thousands of emails, including emails containing personal and private  
14 communications as well as confidential business communications concerning  
15 BAND PRO business strategies, pricing and marketing data, and sensitive customer  
16 information.

17 44. During his employment with BAND PRO, Bravin improperly gained  
18 access to the username and password for the email account of Amnon Band.  
19 BAND PRO is also informed and believes, and thereupon alleges, that during his  
20 employment with BAND PRO, Bravin gained unauthorized access to various  
21 employee email accounts through use of an administrator's account.

22 45. Between December 2009 and June 2010, after resigning from BAND  
23 PRO, Bravin intentionally and without authorization accessed the email account of  
24 Amnon Band. BAND PRO is informed and believes, and thereupon alleges that  
25 Bravin undertook these actions to obtain BAND PRO's confidential, proprietary  
26 competitor information, including information regarding ARRI competitors and  
27 BAND PRO customers, to use for the benefit of ARRI in marketing the Alexa  
28 camera and competing with BAND PRO and its customers. In the course of

1 reviewing these emails, Bravin accessed personal and confidential private emails of  
2 Amnon Band and others.

3 46. BAND PRO is informed and believes, and thereupon alleges, that  
4 Bravin undertook these activities personally, as an officer of ARRI, and with the  
5 knowledge, approval and/or ratification of other officers and/or employees of  
6 ARRI.

7 47. Through Bravin's unauthorized access and copying of emails, Bravin  
8 and ARRI used confidential, proprietary information of BAND PRO and its clients  
9 to improve ARRI's competitive position, including for the purpose of marketing of  
10 the Alexa camera. BAND PRO and its employees have been injured as a result, in  
11 that among other things it lost certain competitive advantages to ARRI. As a direct  
12 result, BAND PRO has been injured in an amount that has not yet been determined,  
13 but which will be proven at trial. BAND PRO also seeks punitive damages against  
14 both ARRI and Bravin based on Bravin's willful and malicious acts as an officer of  
15 ARRI.

## 16 SEVENTH CAUSE OF ACTION

### 17 Conversion

18 48. BAND PRO refers to and realleges paragraphs 1 through 18 above as  
19 though fully set forth at this point.

20 49. This is a claim against both Defendants for conversion. Subject matter  
21 jurisdiction is proper under 28 U.S.C. § 1367.

22 50. BAND PRO maintains a secure computer server for hosting its email  
23 accounts. One of those email accounts belongs to Amnon Band, BAND PRO's  
24 CEO. This email account was used for business communications and contained  
25 thousands of emails, including emails containing confidential business  
26 communications concerning BAND PRO business strategies, pricing and  
27 marketing, and sensitive customer information.

28 51. During his employment with BAND PRO, Bravin improperly gained



1 access to the username and password for the email account of Amnon Band.

2 52. Between December 2009 and June 2010, after resigning from BAND  
3 PRO, Bravin intentionally and without authorization accessed the email account of  
4 Amnon Band. BAND PRO is informed and believes, and thereupon alleges that  
5 Bravin undertook these actions to obtain BAND PRO's confidential, proprietary  
6 competitor information, including information regarding ARRI's competitors, to  
7 use for the benefit of ARRI in marketing the Alexa camera and competing with  
8 BAND PRO and its customers.

9 53. BAND PRO is informed and believes that Bravin undertook these  
10 activities personally, as an officer of ARRI, and with the knowledge, approval  
11 and/or ratification by other officers and/or employees of ARRI.

12 54. Through Bravin's unauthorized access and copying of emails, Bravin  
13 and ARRI used confidential, proprietary information of BAND PRO and its clients  
14 to improve ARRI's competitive position, including for the purpose of marketing of  
15 the Alexa camera. BAND PRO has been injured as a result, in that among other  
16 things, it lost certain competitive advantages to ARRI. As a direct result, BAND  
17 PRO has been injured in an amount that has not yet been determined, but which  
18 will be proven at trial. BAND PRO also seeks punitive damages against both  
19 ARRI and Bravin based on the repeated willful and malicious acts of Bravin as an  
20 officer of ARRI.

## 21 **EIGHTH CAUSE OF ACTION**

### 22 **Misappropriation of Trade Secrets**

23 55. BAND PRO refers to and realleges paragraphs 1 through 18 above as  
24 though fully set forth at this point.

25 56. This is a claim against both Defendants for misappropriation of trade  
26 secrets. Subject matter jurisdiction is proper under 28 U.S.C. § 1367.

27 57. BAND PRO maintains a secure computer server for hosting its email  
28 accounts. One of those email accounts belongs to Amnon Band, the CEO of

1 BAND PRO. BAND PRO used this email account to communicate internally  
2 regarding confidential and sensitive business and competitive information,  
3 including pricing and marketing strategies, customer contacts and preferences, and  
4 other trade secret information. BAND PRO also used this email account to  
5 communicate with BAND PRO customers.

6 58. Bravin was aware of the confidential and sensitive BAND PRO  
7 emails, including the internal BAND PRO emails and the emails to and from  
8 BAND PRO customers, and was aware that they constituted confidential,  
9 proprietary trade secret information.

10 59. During his employment with BAND PRO, Bravin improperly gained  
11 access to the username and password for the email account of Amnon Band

12 60. Between December 2009 and June 2010, after resigning from BAND  
13 PRO and while employed as an officer of ARRI, and without authorization from  
14 BAND PRO, Bravin accessed the email account of Amnon Band. BAND PRO is  
15 informed that Bravin accessed and misappropriated thousands of emails from the  
16 BAND PRO email account(s), including innumerable confidential internal emails  
17 regarding BAND PRO and its clients' business plans, pricing, marketing strategies,  
18 customer contacts, and other competitive information constituting BAND PRO  
19 trade secrets. This secret information had significant actual and potential economic  
20 value to BAND PRO, including due to the fact that it was not generally known to  
21 others. BAND PRO took reasonable efforts to maintain the confidentiality of its  
22 trade secrets and proprietary information, including but not limited to maintaining  
23 the secrecy of their pricing and marketing strategies, business plans, customer lists  
24 and contact information, by using computer passwords to limit access, and by  
25 securing confidentiality and non-disclosure agreements with each other and third  
26 parties.

27 61. BAND PRO is informed and believes, and thereupon alleges that  
28 Bravin undertook these actions to obtain BAND PRO's trade secrets for the benefit

1 of ARRI and Bravin in marketing and selling ARRI products and services,  
2 including the Alexa camera.

3 62. BAND PRO is informed and believes that Bravin undertook these  
4 activities personally, as an officer of ARRI, and with the knowledge, approval  
5 and/or ratification of other officers and/or employees of ARRI.

6 63. Based on the unauthorized access and copying of emails, Bravin used  
7 confidential, proprietary information of BAND PRO to guide ARRI's pricing and  
8 marketing efforts and to improve the Alexa camera and its competitive position in  
9 the marketplace to the detriment of BAND PRO. BAND PRO has been irreparably  
10 injured as a result, and has lost certain valuable competitive advantages to ARRI.  
11 As a direct result, BAND PRO has been injured in an amount that has not yet been  
12 determined, but will be proven at trial. BAND PRO seeks as damages to recover  
13 the profits from the sale of products that benefited from the trade secret and  
14 proprietary information of BAND PRO, or alternatively, its own lost profits and/or  
15 a reasonable royalty. BAND PRO also seeks punitive damages against both ARRI  
16 and Bravin based on the repeated willful and malicious acts of Bravin.

## 17 **NINTH CAUSE OF ACTION**

### 18 **Intentional Interference with Prospective Economic Advantage**

19 64. BAND PRO refers to and realleges paragraphs 1 through 18 above as  
20 though fully set forth at this point.

21 65. This is a claim for interference with prospective economic advantage  
22 against both Defendants, arising out of the potential acquisition of BAND PRO by  
23 Red.com, Inc. dba Red Digital Cinema ("Red"). Jurisdiction over this claim is  
24 proper under 18 U.S.C. § 1367.

25 66. Red is the inventor, developer, manufacturer and seller of ultra-high  
26 definition, digital still and motion cinema cameras. In 2008, Red released an  
27 industry sensation, the Red ONE 4K digital cinema camera. In 2009, Red  
28 announced a new camera called the Red EPIC, which began selling around the end

1 of 2010. These digital cinema cameras have been used to shoot many blockbuster  
2 movies since their introduction.

3 67. These advances in Red's digital cinema cameras, as well as in its  
4 related acquisition and post-production, led to a revolution in filmmaking in  
5 Hollywood and elsewhere. Since their introduction, Red's cameras have been used  
6 in several blockbuster movies, setting the new industry benchmark for filming. In  
7 the wake of Red's advances, others were looking to begin development and use of  
8 digital cinema cameras.

9 68. In 2009, Red and BAND PRO had numerous business discussions  
10 related to the future of digital cinema cameras and digital high-definition. Red and  
11 BAND PRO had many discussions regarding potential joint ventures. During these  
12 discussions, and subject to terms of a confidentiality agreement, BAND PRO was  
13 given access to the workings of the Red cameras, including the specifics of the Red  
14 EPIC camera. Bravin was a part of many of these discussions and aware of certain  
15 technical advantages and information related to the Red technology.

16 69. Beginning in 2009 and continuing through 2010, BAND PRO was in  
17 discussions with Red about a potential acquisition. Red was considering acquiring  
18 BAND PRO. The principal negotiators of the deal were Jim Jannard for Red, and  
19 Amnon Band for BAND PRO. However, Bravin was also aware of the discussions,  
20 their sensitive nature, and the importance of their confidentiality.

21 70. BAND PRO is informed and believes, and thereupon alleges, that  
22 when he left BAND PRO, Bravin harbored animosity for BAND PRO. BAND  
23 PRO is informed and believes, and thereupon alleges, that Bravin undertook a  
24 course of improper and illegal actions designed to undermine BAND PRO and Red,  
25 to the benefit of ARRI. Red is informed and believes, and thereupon alleges, that  
26 ARRI was aware of and condoned and/or ratified the activities of Bravin in this  
27 regard because he was an officer of the company and conveyed information to other  
28 officers and employees of ARRI.

1 71. BAND PRO is informed and believes, and thereupon alleges, that part  
2 of the purpose of Bravin hacking the BAND PRO servers was to gain further  
3 information regarding the potential acquisition by Red. BAND PRO is further  
4 informed and believes, and thereupon alleges, that Bravin shared with ARRI the  
5 fact that Red was attempting to acquire BAND PRO. BAND PRO is informed and  
6 believes, and thereupon alleges, that Bravin intended that his hacking activities  
7 provide a competitive advantage to ARRI and undermine both Red and BAND  
8 PRO.

9 72. BAND PRO is informed and believes that Red, after learning that  
10 Bravin had hacked the BAND PRO email server, was concerned about what  
11 information regarding a potential acquisition had been wrongly discovered.  
12 Moreover, Bravin being a former BAND PRO employee cast a shadow over BAND  
13 PRO's reputation going forward. Consequently, the acquisition of BAND PRO had  
14 lost its value to Red.

15 73. BAND PRO is informed and believes, and thereupon alleges, that  
16 Bravin, with ARRI's knowledge and consent, hacked the email system in an effort  
17 to gain access to information regarding the acquisition.

18 74. As a proximate result of Bravin's hacking and the resulting negative  
19 publicity this generated, Red determined to not acquire BAND PRO. As a result,  
20 BAND PRO was directly damaged in an amount to be proven at trial. Given the  
21 malicious and offensive nature of Bravin's activities, BAND PRO should also be  
22 entitled to punitive damages against the Defendants.

23 **TENTH CAUSE OF ACTION**

24 **Negligent Interference with Prospective Economic Advantage**

25 75. BAND PRO refers to and realleges paragraphs 1 through 18 and 64  
26 through 73 above as though fully set forth at this point.

27 76. This is a claim for interference with prospective economic advantage  
28 against both Defendants, arising out of the potential acquisition of BAND PRO by

1 Red. Jurisdiction over this claim is proper under 18 U.S.C. § 1367.

2 77. Beginning in 2009 and continuing through 2010, BAND PRO was in  
3 discussions with Red about a potential acquisition. Red was considering acquiring  
4 BAND PRO. The principal negotiators of the deal were Jim Jannard for Red, and  
5 Amnon Band for BAND PRO. However, Bravin also was aware of the discussions,  
6 their sensitive nature, and the importance of their confidentiality, and owed BAND  
7 PRO a duty to not interfere with the potential acquisition.

8 78. BAND PRO is informed and believes, and thereupon alleges, that part  
9 of the purpose of Bravin hacking the BAND PRO servers was to gain further  
10 information regarding the potential acquisition by Red. BAND PRO is further  
11 informed and believes, and thereupon alleges, that Bravin shared with ARRI the  
12 fact that Red was attempting to acquire BAND PRO.

13 79. BAND PRO is informed and believes that Red, after learning that  
14 Bravin had hacked the BAND PRO emails, was concerned about what information  
15 regarding a potential acquisition had been wrongly discovered. Moreover, Bravin  
16 being a former BAND PRO employee cast a shadow over BAND PRO's reputation  
17 going forward. Consequently, the acquisition of BAND PRO lost its value to Red.

18 80. BAND PRO is informed and believes, and thereupon alleges, that  
19 Bravin, with ARRI's knowledge and consent, hacked the email system in an effort  
20 to gain access to information regarding the acquisition.

21 81. As a proximate result of Bravin's hacking and the negative publicity it  
22 generated, Red determined to not acquire BAND PRO. As a result, BAND PRO  
23 was directly damaged in an amount to be proven at trial. Given the malicious and  
24 offensive nature of Bravin's activities, BAND PRO should also be entitled to  
25 punitive damages against the Defendants.

26 **ELEVENTH CAUSE OF ACTION**

27 **Unjust Enrichment**

28 82. BAND PRO refers to and realleges paragraphs 1 through 18 and 64



1 through 73 above as though fully set forth at this point.

2 83. This is a claim for unjust enrichment against both Defendants. Subject  
3 matter jurisdiction is proper under 28 U.S.C. § 1367.

4 84. The Defendants' email hacking, unfair competition and other wrongful  
5 acts were designed to ensure a competitive advantage to ARRI, including as to their  
6 Alexa camera, over BAND PRO and its customers. Defendants' actions unjustly  
7 conferred a benefit to them at the expense of BAND PRO.

8 85. Defendants' acts violate principles of justice, equity and good  
9 conscience. Such acts have caused Defendants to be unjustly enriched to the  
10 detriment of BAND PRO.

11 86. As a result of the unjust enrichment of Defendants, BAND PRO seeks  
12 an accounting and disgorgement from the Defendants equal to their profits from  
13 their sale of their products, including the Alexa camera, based on the unjust benefit  
14 they received from the acts set forth above.

15 **TWELFTH CAUSE OF ACTION**

16 **Breach of Fiduciary Duty; Indemnification**

17 87. BAND PRO refers to and realleges paragraphs 1 through 18 and 64  
18 through 80 above as though fully set forth at this point.

19 88. This is a claim for breach of fiduciary duty against Defendant Bravin  
20 only. Subject matter jurisdiction is proper under 28 U.S.C. § 1367.

21 89. As Chief Technology Officer of BAND PRO, Bravin was in a position  
22 of trust and confidence as an officer of BAND PRO and owed BAND PRO  
23 fiduciary obligations, including but not limited to the duty of loyalty.

24 90. As an employee and fiduciary of BAND PRO, Bravin had a duty to  
25 substantially comply with all the lawful directions of his employer concerning the  
26 services for which he was engaged, to refrain from self-dealing, to act in his  
27 employer's best interests, including but not limited to protecting its trade secrets  
28 and other confidential information from misuse and unauthorized disclosure, and to

1 deal fairly and honestly with BAND PRO in the performance of his job as Chief  
2 Technology Officer. Band Pro employee policies governed his employment at  
3 BAND PRO, which appeared in its employee handbooks and in other written  
4 directives distributed to all employees, including Bravin. BAND PRO's employee  
5 policies provide that certain types of behavior constitute "Prohibited Conduct," as  
6 described in its Employee Handbook. BAND PRO's policies provided to Bravin  
7 explicitly state that employees are prohibited at all times from "engaging in  
8 criminal conduct" and/or "unauthorized review, duplication, dissemination,  
9 removal, installation, damage, or alteration of files, passwords, computer systems  
10 or programs..." or "improper use of information obtained by unauthorized  
11 means..."

12 91. Upon information and belief, BAND PRO alleges that Bravin  
13 knowingly failed to comply with applicable laws and regulations and BAND PRO  
14 employee policies.

15 92. Upon information and belief, BAND PRO alleges that Bravin acted  
16 against BAND PRO's interests and violated his duty of loyalty by improperly  
17 obtaining the email username and password of BAND PRO CEO Amnon Band.  
18 Additionally, throughout his employment at BAND PRO, Bravin acted illegally and  
19 against BAND PRO's interests by improperly obtaining, downloading, installing  
20 and/or maintaining software without valid licenses on BAND PRO's computers.  
21 BAND PRO is informed and believes, and thereupon alleges, that the illegal  
22 software continued to reside on and be accessed on BAND PRO's computers  
23 through at least July 2010 when BAND PRO was alerted to Bravin's illegal  
24 hacking activities. By engaging in this illegal conduct, Bravin failed to exercise the  
25 degree of skill, care, diligence and loyalty that a reasonable Chief Technology  
26 Officer would have exhibited in the same or similar circumstances. Upon  
27 information and belief, BAND PRO alleges that Bravin knowingly acted in  
28 violation of Labor Code sections 2854 and 2856 against BAND PRO's interests and

1 therefore solely for his own benefit in engaging in this conduct.

2 93. By virtue of the wrongful acts and omissions attributed to Bravin in  
3 paragraphs 1-91, Bravin has breached his fiduciary obligations and duty of loyalty  
4 to BAND PRO.

5 94. Bravin's actions or omissions resulted in harm to BAND PRO in an  
6 amount to be proven at trial. BAND PRO's damages include the amounts paid to  
7 Bravin in salary, bonuses and other perks that Bravin was not eligible or entitled to  
8 receive, the costs, liabilities, and penalties associated with the illegal downloading  
9 and usage of the software on BAND PRO's computers, and the costs BAND PRO  
10 has incurred and will incur relating to this and other civil and criminal actions  
11 arising from Bravin's actions and failure to comply with applicable laws,  
12 regulations and BAND PRO's directives, and the damage to BAND PRO's  
13 reputation and relationship with its actual and potential customers and business  
14 partners. Because the corporation is blameless for Bravin's Prohibited Conduct and  
15 Unauthorized Uses of corporate resources as alleged herein, BAND PRO is entitled  
16 to indemnification by Bravin for the losses caused by his wrongful acts.

17 95. BAND PRO is informed and believes and on this basis alleges that, in  
18 breach of his fiduciary obligations to BAND PRO, Bravin is guilty of oppression,  
19 fraud and/or malice as factually alleged in paragraphs 1-91, within the meaning of  
20 California Civil Code section 3294, entitling BAND PRO to punitive or exemplary  
21 damages in an amount to be determined at trial.

## 22 **THIRTEENTH CAUSE OF ACTION**

### 23 **Breach of Implied Contract; Indemnification**

24 96. BAND PRO refers to and realleges paragraphs 1 through 18 and 64  
25 through 80 above as though fully set forth at this point.

26 97. This is a claim for breach of contract against Defendant Bravin only.  
27 Subject matter jurisdiction is proper under 28 U.S.C. § 1367.

28 98. Bravin was employed at BAND PRO from approximately 1995

1 through December 2009. BAND PRO employee policies governed his employment  
2 at BAND PRO, which appeared in its Employee Handbooks and in other written  
3 directives distributed to all employees, including Bravin. BAND PRO maintains  
4 clear policies that require employees to comply with all applicable laws and  
5 regulations, and provide that certain types of behavior constitute “Prohibited  
6 Conduct,” as described in its Employee Handbook. These policies, which Bravin  
7 received and agreed to be governed by while employed at BAND PRO, created an  
8 implied contract supplementing the terms and conditions of Bravin’s employment  
9 with BAND PRO.

10 99. BAND PRO’s policies provided to Bravin explicitly state that  
11 employees are prohibited at all times from the following acts:

- 12 • “Theft or the deliberate or careless damage of any Company  
13 property or the property of any employee or customer;”
- 14 • “Engaging in criminal conduct;”
- 15 • “Removing or borrowing Company property without prior  
16 authorization;”
- 17 • “Unauthorized use of Company equipment, time, materials, or  
18 facilities;”
- 19 • “Committing a fraudulent act or a breach of trust in any  
20 circumstances;” and
- 21 • “Any conflict of interest or any attempt to in any way interfere  
22 with or disrupt an existing or potential customer relationship  
23 with Band Pro.”

24 100. As to company technology and internet usage, the Company’s policy  
25 provides that all technical resources are solely “provided for the benefit of the  
26 Company and its customers, vendors, and suppliers,” and only “for use in the  
27 pursuit of Company business, and are to be reviewed, monitored, and used only in  
28 that pursuit...” Under Unacceptable Uses, BAND PRO’s technology policy

1 explicitly states:

2 “You should never access any technical resources using another  
3 employee's password. Similarly, you should only access the libraries,  
4 files, data, programs, and directories that are related to your work  
5 duties. Unauthorized review, duplication, dissemination, removal,  
6 installation, damage, or alteration of files, passwords, computer  
7 systems or programs, or other property of the Company, or improper  
8 use of information obtained by unauthorized means, is prohibited.”

9 101. Upon information and belief, BAND PRO alleges that while Bravin  
10 was employed at BAND PRO, it directed Bravin to utilize BAND PRO  
11 confidential information and technology, and that of its customers, in a manner that  
12 was consistent with all applicable laws, regulations and BAND PRO policies, as  
13 detailed above. BAND PRO fulfilled all of its obligations under the contract by  
14 paying Bravin wages and any eligible bonus compensation.

15 102. Upon information and belief, BAND PRO alleges that during Bravin's  
16 employment with BAND PRO, Bravin violated BAND PRO policies by wrongfully  
17 obtaining sensitive information for his own benefit. BAND PRO alleges that  
18 Bravin willfully, deliberately or recklessly violated the terms and policies  
19 governing his employment with BAND PRO by gaining unauthorized access to the  
20 email account of Amnon Band and computer servers of BAND PRO, and did not  
21 act in the sole pursuit of Company business. He was required to follow BAND  
22 PRO's lawful directions and he failed to do so, either intentionally or recklessly.

23 103. As a proximate result of Bravin's breach of the parties' implied  
24 contract, BAND PRO was directly damaged in an amount to be proven at trial.  
25 Because the corporation is blameless for Bravin's Prohibited Conduct and  
26 Unauthorized Uses of corporate resources as alleged herein, BAND PRO is entitled  
27 to indemnification by Bravin for the losses caused by his wrongful acts. Given the  
28 malicious and offensive nature of Bravin's activities, BAND PRO should also be

1 entitled to punitive damages against Defendant Bravin.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff BAND PRO prays as follows:

4 1. That Defendants, jointly and severally, be held liable for violation of  
5 the causes of action set forth above;

6 2. That Plaintiff be awarded damages against Defendants in an amount to  
7 be proven at trial, including treble damages pursuant to California Penal Code  
8 Section 496(c);

9 3. That Defendant ARRI be ordered to disgorge to Plaintiff its profits  
10 from the sale of products benefiting from the acts of unfair competition;

11 4. That Defendants, jointly and severally, be held liable for  
12 misappropriation of trade secrets, and that Plaintiff be awarded damages equal to  
13 Defendants' profits from the sale of products benefiting from the unlawful acts  
14 described above;

15 5. That Defendants, jointly and severally, be held liable for interference  
16 with BAND PRO's prospective economic advantage arising from the failed  
17 acquisition by Red;

18 6. That BAND PRO be awarded statutory and compensatory damages  
19 reasonably calculated to compensate it for its losses, including lost profits and lost  
20 goodwill caused by Defendants wrongful acts;

21 7. For an order compelling Defendants to return all information obtained  
22 by Bravin while hacking the BAND PRO email server;

23 8. For an order compelling Defendants to deliver and destroy all business  
24 plans and strategies developed in reliance on information gained from Bravin  
25 hacking the BAND PRO email server;

26 9. That punitive damages be assessed against Defendants and awarded to  
27 BAND PRO as a result of their unlawful activities;

28 10. That BAND PRO be awarded the amount of the benefits conferred on



1 the Defendants as a result of their unjust enrichment and bad acts;

2 11. That BAND PRO be indemnified for the losses caused by Defendants'  
3 wrongful acts;

4 12. That BAND PRO be awarded its reasonable attorneys' fees and costs;  
5 and

6 13. That BAND PRO may have such other and further relief as the  
7 circumstances of this case may require and as this court may deem just and proper.

8

9 DATE: April 12, 2012

**NIXON PEABODY LLP**

10

11



12

---

MICHAEL ZWEIBACK

13

Attorneys for Plaintiff Band Pro Film &  
Digital, Inc.

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**JURY DEMAND**

Plaintiff Band Pro Film & Digital, Inc. hereby requests a trial by jury in this matter.

DATE: April 12, 2012

**NIXON PEABODY LLP**



---

MICHAEL ZWEIBACK  
Attorneys for Plaintiff Band Pro Film &  
Digital, Inc.

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

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge S. James Otero and the assigned discovery Magistrate Judge is Michael Wilner.

The case number on all documents filed with the Court should read as follows:

**CV12- 3226 SJO (MRWx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

-----  
**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

**Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

**Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

**Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:  
Michael C. Zweiback, CSB No. 143549  
NIXON PEABODY LLP  
555 West Fifth Street, 46th Floor  
Los Angeles, California 90013  
(213) 629-6000

**CC COPY**

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

BAND PRO FILM & DIGITAL, INC., a California corporation

CASE NUMBER

**CV12-03226**

*STJ(NPW)*

PLAINTIFF(S)

v.

ARRI INC., a Delaware corporation, and MICHAEL BRAVIN, an individual,

**SUMMONS**

DEFENDANT(S).

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 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, Michael C. Zweiback, whose address is Nixon Peabody LLP, 555 West Fifth Street, 46th Floor, Los Angeles, California 90013. 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.

APR 12 2012

Dated: \_\_\_\_\_

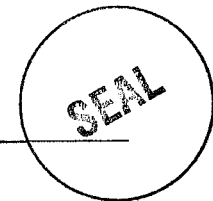
Clerk, U.S. District Court

**JULIE PRADO**

By: \_\_\_\_\_

Deputy Clerk

*(Seal of the Court)*



*[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)].*

CIVIL COVER SHEET

The 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, except as provide by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

BAND PRO FILM & DIGITAL, INC.

(b) County of Residence of First Listed Plaintiff U.S. (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Michael C. Zweiback, SBN 143549 Jason P. Gonzalez, SBN 178768 Kelly L. Kress SBN 246368 NIXON PEABODY LLP 555 West Fifth Street, 46th Floor Los Angeles, California Tel.: (213) 629-6000

DEFENDANTS

ARRI INC., a Delaware Corporation, and MICHAEL BRAVIN, an individual

County of Residence of First Listed Defendant U.S.

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State 1 2 Citizen of Another State 3 Citizen or Subject of a Foreign Country 4 5 6 PTF DEF 1 1 2 2 3 3 Incorporated or Principal Place of Business In This State 4 4 Incorporated and Principal Place of Business In Another State 5 5 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. 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 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 18 U.S.C. §1030

Brief description of cause: E-mail hacking and corporate espionage scheme

VII. REQUESTED IN COMPLAINT:

- CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$To be determined CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Court of Appeals Docket Number 8:11-CV-01972

DATE April 12, 2012

SIGNATURE OF ATTORNEY OF RECORD

Michael Zweiback

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**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): 8:11-cv-01972 (CJC) (ADA)

**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
Los Angeles	

(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
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
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):** Kelly L. Kress Date 4/12/12

**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	DL	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))