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2013 NOV 15 PM 12:31

CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

5 Attorneys for Plaintiff, BendPak, Inc.,
6 a California Corporation

BY _____

7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10
11 BENDPAK, INC., a California
Corporation,

CASE NO. **CV 13-08466** *mmm (JEMx)*

12 Plaintiff,

COMPLAINT FOR COPYRIGHT
INFRINGEMENT, TRADEMARK
INFRINGEMENT; TRADEMARK
COUNTERFEITING; TRADEMARK
DILUTION; MISAPPROPRIATION OF
TRADE SECRETS; AND UNFAIR
BUSINESS PRACTICES

13 v.

14 QINGDAO LIANHAI HYDRAULIC
MACHINERY CO., LTD., a limited
15 liability company organized under the laws
of the People's Republic of China, also
16 known as, LIANHAI HYDRAULIC
COMPANY LIMITED; KUO NIU also
17 known as NIU KUO; and Does 1 through
10,

18 Defendant(s).

19
20 Plaintiff BendPak, Inc., a California corporation, complains and alleges as follows:

21 **I. GENERAL ALLEGATIONS**

22 **A. Parties**

23 1. Plaintiff BendPak, Inc., ("BendPak") is a California corporation whose principal
24 place of business is in California. BendPak has been in the business (inter alia) of
25 manufacturing and distributing garage equipment, including, but not limited to, automotive
26 lifts, for the automotive aftermarket for over thirty years. BendPak has been using the BendPak
27 name since 1979 and has and has acquired a tremendous amount of goodwill in the name as it

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NOV 12 2013
CENTRAL DISTRICT OF CALIFORNIA
BY _____ DEPUTY

PLAINTIFF BENDPAK, INC.'s COMPLAINT

1 has become the world's leading producer of automotive lifting systems, pipe-benders and air
2 compressors.

3 2. BendPak is informed and believes and thereon alleges that Defendant Qingdao
4 Lianhai Hydraulic Machinery Co., Ltd. is a limited liability company organized under the laws
5 of the People's Republic of China ("China"). BendPak is further informed and believes and
6 thereon alleges that Lianhai Hydraulic Company Limited is an alternative name occasionally
7 used by Qingdao Lianhai Hydraulic Machinery Co., Ltd., not a separate and distinct legal
8 entity. Qingdao Lianhai Hydraulic Machinery Co., Ltd. and Lianhai Hydraulic Company
9 Limited are collectively referred to herein as "Lianhai." Lianhai is doing business in and may
10 be found in this District. BendPak is informed and believes and on that basis alleges that
11 Lianhai is in the business of manufacturing and distributing garage equipment, including, but
12 not limited to, automotive lifts, for the automotive aftermarket.

13 3. BendPak is informed and believes and on that basis alleges that at all times herein
14 mentioned Defendant Kuo Niu, also known as Niu Kuo ("Niu") was a citizen of China and an officer,
15 director, and controlling shareholder of Lianhai.

16 4. The true names and capacities, whether individual, corporate, associate or
17 otherwise, of Defendants named herein as DOES 1 through 10, inclusive, are unknown to
18 BendPak who therefore sues said Defendants by such fictitious names. BendPak will seek
19 leave of this Court to amend this Complaint to state the true names and capacities of the
20 fictitiously named Defendants DOES 1 through 10, inclusive, when the same have been
21 ascertained.

22 5. BendPak is informed and believes and thereon alleges that at all times herein
23 mentioned, each of the Defendants was the agent of each of the remaining Defendants, and in
24 doing the things hereinafter alleged, was acting within the course and scope of such agency and
25 with the permission and consent of his or her co-Defendants.

26 **B. Manufacturing Contracts for BendPak Products**

27 6. BendPak entered into a contract with PLT International Inc., ("PLT") a
28 corporation duly organized and existing under the laws of China on or about December 19,

1 2005 (“PLT Agreement”). Pursuant to the PLT Agreement, PLT agreed to manufacture,
2 among other things, hydraulic automotive lifts and machinery. The PLT Agreement required
3 PLT to keep BendPak’s trade secret information, including but not limited to technical data,
4 specifications, designs, and drawings of BendPak’s products, confidential.

5 7. BendPak subsequently disclosed trade secret information regarding its products
6 to PLT as necessary for PLT to manufacture BendPak’s products under the PLT Agreement.

7 8. On or about August 20, 2010, PLT and Lianhai entered into a subcontract, which
8 was subsequently amended on or about June 6, 2012 (collectively “Lianhai Agreement”).
9 Pursuant to the Lianhai Agreement, Lianhai agreed to manufacture BendPak’s products for
10 PLT. The Lianhai Agreement required Lianhai to keep BendPak’s trade secret information,
11 including but not limited to technical data, specifications, designs, and drawings of BendPak’s
12 products, confidential. The Lianhai Agreement further prohibits Lianhai from selling products
13 using BendPak’s trade secret information under its own name or for its own benefit.

14 9. BendPak is informed and believes and thereon alleges that PLT subsequently
15 disclosed trade secret information to Lianhai as necessary for Lianhai to manufacture
16 BendPak’s products under the Lianhai Agreement.

17 10. On or about May 14, 2012, BendPak discovered that Lianhai was using
18 BendPak’s processes and designs to manufacture automotive lifts and other garage equipment
19 for the automotive aftermarket to be sold under Lianhai’s name and for Lianhai’s sole benefit.

20 C. **BendPak’s Copyrighted Photographs.**

21 11. In or about 2002 and 2008 BendPak commissioned the creation of a series of
22 photographs of its products for use in its advertising and marketing of its products.

23 12. On October 16, 2013, BendPak registered three of the photographs with the
24 Register of Copyrights (“Photographs”). The Certificate of Registration bears the number VAu
25 1-144-458 and a copy of which is attached as Exhibit A.

26 13. On or about May 14, 2012, BendPak discovered that Lianhai had begun
27 reproducing, adapting and distributing the Photographs in Lianhai’s advertising as early as
28 March 26, 2012 and no later than April 10, 2012. Lianhai has used the Photographs

1 extensively in its advertising, including on its website in the United States, in its sales catalog,
2 and in emails soliciting sales. Lianhai has continued this practice through the present date.
3 Unless enjoined and restrained, Lianhai's conduct threatens to further infringe BendPak's
4 copyright interests.

5 **D. BendPak's Trademarks**

6 14. On May 19, 2009, the United States Patent & Trademark Office ("PTO") issued
7 to BendPak, U.S. Trademark Registration No. 3624746 for the design mark "BP BENDPAK
8 PROVIDING AUTOMOTIVE SERVICE SOLUTIONS" in connection with "[p]ower-
9 operated machinery, namely, pipe bending machines and automotive lifts" ("Design Mark").

10 15. BendPak has been using the Design Mark in commerce since December 1, 2007.

11 16. On October 18, 2011, the PTO issued to BendPak, U.S. Trademark Registration
12 No. 4041441 for the standard character mark "BENDPAK" in connection with "[p]ower
13 operated machinery, namely, pipe bending machines and automotive lifts" ("Character Mark").

14 17. BendPak has been using the Character Mark in commerce since November 1,
15 1979.

16 18. BendPak has acquired a tremendous amount of goodwill in the Design Mark and
17 Character Mark.

18 19. Lianhai has used BendPak's trademarks and confusingly similar variations
19 thereof, in advertisements, e-mails soliciting sales, and on Lianhai's products themselves. This
20 unauthorized use is likely to confuse, mislead, and deceive consumers as to the source of
21 products available from Lianhai. Moreover, the unauthorized use of BendPak's trademarks is
22 likely to mislead consumers as to the quality and characteristics of genuine BendPak products.

23 20. BendPak has not consented to, sponsored, endorsed, or approved of Lianhai's use
24 of the Design Mark and Character Mark trademarks or any variations thereof in connection
25 with the manufacture, marketing, or sale of any products or services.

26 21. As of the date of this Complaint, Lianhai continues to use the Design Mark and
27 Character Mark trademarks, and confusingly similar variations of the Design Mark and
28 Character Mark trademarks, without authorization.

1 **II. Jurisdiction and Venue**

2 22. The first cause of action in this Complaint is brought for copyright infringement
3 under the Copyright Act of 1976, 17 U.S.C. §101, *et seq.* and specifically §501. This Court has
4 original and exclusive subject matter jurisdiction over copyright infringement actions pursuant
5 to 28 U.S.C. §1338(a).

6 23. The second, third, and fourth causes of action in this Complaint are brought for
7 trademark infringement, trademark counterfeiting, and trademark dilution under the Trademark
8 Act of 1946, as amended, 15 U.S.C. § 1051 *et seq.* the “Lanham Act”), and specifically §§
9 1114-1118, and 1125. This Court has original and exclusive subject matter jurisdiction over
10 trademark infringement, counterfeiting, and dilution actions pursuant to 15 U.S.C. § 1121.

11 24. The fifth and sixth causes of action for Misappropriation of Trade Secrets and
12 Unfair Business Practices are brought under the Court’s Supplemental Jurisdiction pursuant to
13 28 U.S.C.1367.

14 25. Jurisdiction is also founded on diversity of citizenship and amount pursuant to 28
15 U.S.C. §1332. BendPak is a California corporation, and all of the defendants are entities
16 organized under the laws of China or individual citizens of China and the matter in controversy,
17 exclusive of interest and costs, exceeds the sum of \$75,000.

18 26. Venue is proper pursuant to 28 U.S.C. § 1391(c)(3) because all Defendants are
19 aliens.

20 **FIRST CAUSE OF ACTION**
21 **COPYRIGHT INFRINGEMENT**

22 27. BendPak repeats and realleges the allegations set forth in paragraphs 1 through 26
23 inclusive and incorporates same herein as if set forth in full.

24 28. In or about 2002 and 2008 BendPak commissioned the creation of the
25 Photographs for use in its advertising and marketing of its products.

26 29. On October 16, 2013, BendPak registered the Photographs.

27 30. As early as March 26, 2012 and no later than April 10, 2012 Lianhai began
28 reproducing, adapting and distributing the Photographs in Lianhai’s advertising, including on

1 its website in the United States and in its sales catalog. Lianhai has continued this practice
2 through the present date. Unless enjoined and restrained, Lianhai's conduct threatens to further
3 infringe BendPak's copyright interests.

4 31. At no time has BendPak authorized Lianhai to reproduce, adapt, distribute or
5 publish the Photographs.

6 32. By reason of Lianhai's infringement and threatened infringement, BendPak has
7 sustained and will continue to sustain substantial injury, loss and damage to its ownership
8 rights in the copyrighted work.

9 33. Further irreparable harm to BendPak is imminent as a result of Lianhai's conduct,
10 d BendPak is without an adequate remedy at law. BendPak is entitled to an injunction
11 restraining Lianhai, Lianhai's officers, directors, agents, employees, representatives and all
12 persons acting in concert with them from engaging in further such acts of copyright
13 infringement.

14 34. BendPak is further entitled to recover from Lianhai and Niu the damages
15 sustained by BendPak as a result of Lianhai's acts of copyright infringement. BendPak is at
16 present unable to ascertain the full extent of the monetary damage it has suffered by reason of
17 Lianhai's acts of copyright infringement, but BendPak is informed and believes, and on the
18 basis of such information and belief alleges, that BendPak has sustained such damage in an
19 amount exceeding \$100,000.

20 35. BendPak is further entitled to recover from Lianhai and Niu the gains, profits and
21 advantages they have obtained as a result of the acts of copyright infringement. BendPak is at
22 present unable to ascertain the full extent of the gains, profits and advantages Lianhai and Niu
23 have obtained by reason of Lianhai's copyright infringement, but BendPak is informed and
24 believes, and on the basis of such information and belief alleges, that Lianhai and Niu have
25 obtained such gains, profits and advantages in an amount exceeding \$100,000.

26 36. BendPak is informed and believes, and on that basis alleges, that the actions of
27 Defendants were undertaken willfully making this an exceptional case entitling BendPak to
28

1 recover additional damages pursuant to 17 U.S.C. § 504(d) and reasonable attorneys' fees
2 pursuant to 17 U.S.C. § 505.

3 **SECOND CAUSE OF ACTION**
4 **TRADEMARK INFRINGEMENT**

5 37. BendPak repeats and realleges the allegations set forth in paragraphs 1 through 36
6 inclusive and incorporates same herein as if set forth in full.

7 38. On May 19, 2009, the PTO issued the Design Mark to BendPak.

8 39. BendPak has been using the Design Mark in commerce since December 1, 2007.

9 40. On October 18, 2011, the PTO issued the Character Mark to BendPak.

10 41. BendPak has been using the Character Mark in commerce since November 1,
11 1979.

12 42. The Design Mark and Character Mark registrations are in full force and effect on
13 the PTO's Principal Register, and gives rise to presumptions in favor of BendPak with respect
14 to validity, ownership, and exclusive rights to use the Design Mark and Character Mark
15 throughout the United States.

16 43. BendPak is informed and believes and thereon alleges that, in order to increase
17 sales of Lianhai's products, Defendants have engaged in a number of activities that infringe,
18 dilute, and tarnish BendPak's trademarks, and constitute false advertising and unfair
19 competition.

20 44. Lianhai has used BendPak's trademarks and confusingly similar variations
21 thereof, including, but not limited to "LiftPak," in advertisements, e-mails soliciting sales, and
22 on Lianhai's products themselves. This unauthorized use is likely to confuse, mislead, and
23 deceive consumers as to the source of products available from Lianhai. Moreover, the
24 unauthorized use of BendPak's trademarks is likely to mislead consumers as to the quality and
25 characteristics of genuine BendPak products.

26 45. BendPak has not consented to, sponsored, endorsed, or approved of Lianhai's use
27 of the Design Mark and Character Mark trademarks or any variations thereof in connection
28 with the manufacture, marketing, or sale of any products or services.

1 46. On information and belief, Defendants' actions are willful and reflect an intent to
2 confuse consumers and profit from the goodwill and consumer recognition associated with
3 BendPak's mark.

4 47. As of the date of this Complaint, Lianhai continues to use the Design Mark and
5 Character Mark trademarks, and confusingly similar variations of the Design Mark and
6 Character Mark trademarks, including, but not limited to "LiftPak," without authorization.

7 48. The actions of Defendants described above and specifically, without limitation,
8 its unauthorized use of the Design Mark and Character Mark trademarks, and confusingly
9 similar variations thereof, including, but not limited to "LiftPak," in commerce to advertise,
10 promote, market, and sell Lianhai's automotive lift products throughout the United States
11 including California and internationally, constitute trademark infringement in violation of 15
12 U.S.C. §§ 1114 and 1125(a).

13 49. The actions of Defendants, if not enjoined, will continue. BendPak has suffered
14 and continues to suffer damages in an amount to be proven at trial consisting of, among other
15 things, diminution in the value of and goodwill associated with the Design Mark and Character
16 Mark trademarks, and injury to BendPak's business. BendPak is therefore entitled to injunctive
17 relief pursuant to 15 U.S.C. § 1116.

18 50. Pursuant to 15 U.S.C. § 1117, BendPak is entitled to recover damages in an
19 amount to be determined at trial, profits made by Defendants on sales of automotive lift
20 products sold using the Design Mark and Character Mark trademarks, and the costs of this
21 action. Furthermore, BendPak is informed and believes, and on that basis alleges, that the
22 actions of Defendants were undertaken willfully and with the intention of causing confusion,
23 mistake, or deception, making this an exceptional case entitling BendPak to recover additional
24 treble damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

25 **THIRD CAUSE OF ACTION**

26 **TRADEMARK COUNTERFEITING**

27 51. BendPak repeats and realleges the allegations set forth in paragraphs 1 through 26
28 and 38 through 50 inclusive and incorporates same herein as if set forth in full.

1 lifts and other garage equipment for the automotive aftermarket to be sold under Lianhai's
2 name.

3 63. As a proximate result of the misappropriation of BendPak's trade secrets by
4 Defendants, BendPak has suffered actual damages. As a further proximate result of the
5 misappropriation, Defendants were unjustly enriched by the profits derived by Defendants as a
6 result of their manufacture and sale of automotive lifts and other garage equipment for the
7 automotive aftermarket using BendPak's trade secrets.

8 64. BendPak is informed and believes and thereon alleges that the aforementioned
9 acts of the Defendants were willful and malicious in that Defendants obtained BendPak's trade
10 secrets knowing they were the proprietary trade secrets of BendPak with the intention of using
11 BendPak's designs and processes in the manufacture of automotive lifts and other garage
12 equipment for the automotive aftermarket under Lianhai's name with the deliberate intent to
13 injure BendPak's business and improve their own. BendPak is therefore entitled to punitive
14 damages. BendPak is also entitled to reasonable attorney's fees.

15 65. Defendants' wrongful conduct in misappropriating BendPak's designs and
16 processes unless and until enjoined and restrained by order of the court, will cause great and
17 irreparable injury to BendPak's business in that BendPak has lost sales of its own automotive
18 lifts and other garage equipment for the automotive aftermarket to products sold by Defendants
19 using BendPak's trade secrets.

20 66. BendPak has no adequate remedy at law for the injuries currently being suffered
21 in that Defendants will continue to sell products using the misappropriated trade secrets
22 throughout the United States and the world and BendPak would be required to maintain a
23 multiplicity of judicial proceedings to protect its interests.

24 **SIXTH CAUSE OF ACTION**

25 **UNFAIR BUSINESS PRACTICES**

26 67. BendPak repeats and realleges the allegations set forth in paragraphs 1 through 66
27 inclusive and incorporates same herein as if set forth in full.

1 68. BendPak alleges on information and belief that Defendants have and are
2 engaging in a pattern of unfair business practices, including obtaining trade secrets with the
3 intention of using those trade secrets to unfairly compete by avoiding the costs of development
4 and/or royalty costs normally associated with the legitimate development or licensing of
5 product designs and manufacturing processes.

6 69. This is unfair and inappropriate because it allows Defendants to deprive BendPak
7 of its market by using BendPak's own trade secrets.

8 70. Defendants acted in the foregoing manner with the goal of obtaining sales for
9 Lianhai, while depriving BendPak of sales based on Defendants' wrongful use of BendPak's
10 trade secrets and other non-public information.

11 71. This practice represents a pattern of conduct detrimental to BendPak as BendPak
12 is informed and believes and on that basis alleges that Lianhai approached PLT seeking to
13 become a subcontractor of BendPak and wrongfully misappropriated BendPak's trade secrets
14 from PLT with the intention of using those trade secrets to manufacture automotive lifts and
15 other garage equipment for the automotive aftermarket to be sold by Lianhai, using BendPak's
16 name and trademarks in the United States and elsewhere in the world.

17 72. The contract between Lianhai and PLT specifically prohibits Lianhai from selling
18 products manufactured with BendPak's trade secrets and specifically prohibits Lianhai from
19 using the trade secrets to compete with PLT.

20 73. The practices by Defendants as alleged above constitute unfair business practices
21 within the meaning of California Business and Professions Code § 17200. Such practices are
22 fraudulent.

23 74. BendPak has suffered irreparable injury as a result of Defendants' actions as
24 alleged above, and will continue to suffer irreparable injury unless Defendants' unlawful and
25 unfair business practices are enjoined.

26 75. By reason of the foregoing, BendPak is entitled to the disgorgement and restitution
27 of all gains, profits and advantages obtained by Lianhai and Niu as a result of their unlawful
28 and unfair business practices in relation to BendPak, in an amount to be determined at trial.

1 76. Because Defendants acted with fraud, oppression and malice in doing the things
2 alleged above, BendPak is also entitled to punitive damages.

3 **IV. CONCLUSION**

4 WHEREFORE, BendPak prays as follows:

5 On BendPak's first cause of action for copyright infringement:

6 1. For a permanent injunction enjoining and restraining Defendants and all persons
7 acting in concert with them from manufacturing, reproducing, distributing, adapting,
8 displaying, advertising, promoting, offering for sale and/or selling, or performing any materials
9 that are substantially similar to the copyrighted work, and to deliver to the Court for destruction
10 or other reasonable disposition all such materials and means for producing same in Defendants'
11 possession or control;

12 2. For actual damages and Defendants' profits in an amount in excess of \$100,000
13 to be determined at trial, plus interest;

14 3. For statutory damages pursuant to 17 U.S.C. § 504; and

15 4. For reasonable attorneys' fees pursuant to 17 U.S.C. § 505.

16 For BendPak's Second, Third, and Fourth Causes of Action for Trademark
17 Infringement, Trademark Counterfeiting, and Trademark Dilution:

18 1. For a permanent injunction enjoining and restraining Defendants and all persons
19 acting in concert with them from manufacturing, reproducing, distributing, adapting,
20 displaying, advertising, promoting, offering for sale and/or selling, or performing any materials
21 that are substantially similar to the copyrighted work, and to deliver to the Court for destruction
22 or other reasonable disposition all such materials and means for producing same in Defendants'
23 possession or control;

24 2. For actual damages and Defendants' profits in an amount in excess of \$100,000
25 to be determined at trial, plus interest;

26 3. For statutory and treble damages pursuant to 15 U.S.C. § 1117; and

27 4. For reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

28

1 For BendPak's Fifth and Sixth Causes of Action Misappropriation of Trade Secrets and
2 Unfair Business Practices:

3 1. For a permanent injunction enjoining and restraining Defendants and all persons
4 acting in concert with them from continuing the misappropriation of BendPak's trade secrets;

5 2. For general damages and the amount necessary to prevent the unjust enrichment of
6 Defendants in an amount to be proven at trial;

7 3. For a permanent injunction enjoining and restraining Defendant and all persons
8 acting in concert with it from continuing to engage in unfair business practices;

9 4. For the disgorgement and restitution of all gains, profits and advantages obtained
10 by Defendants as a result of their unlawful and unfair business practices in relation to BendPak,
11 in an amount to be determined at trial;

12 For all of BendPak's causes of Action:

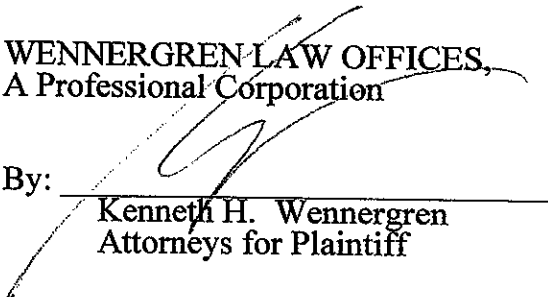
13 1. For punitive damages;

14 2. For BendPak's reasonable attorneys' fees and costs;

15 3. For such other and further relief as the Court deems just and proper.

16
17 Dated: November 7, 2013

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20 WENNERGREN LAW OFFICES,
A Professional Corporation

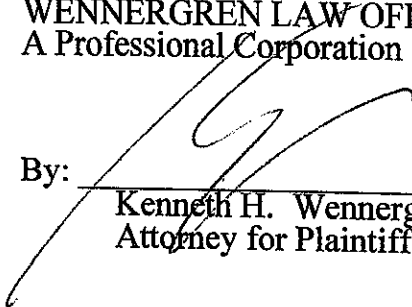
21
22 By: 
Kenneth H. Wennergren
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury.

Dated: November 7, 2013

WENNERGREN LAW OFFICES,
A Professional Corporation

By: 
Kenneth H. Wennergren
Attorney for Plaintiff

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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.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
V Au 1-144-458

Effective date of
registration:

October 16, 2013

Title

Title of Work: Various Photographs of BendPak Automotive Lifts taken in 2002 and 2008

Completion/Publication

Year of Completion: 2008

Author

Author: Christopher Zsarnay

Author Created: photograph(s)

Work made for hire: No

Domiciled in: United States

Copyright claimant

Copyright Claimant: BendPak, Inc.

1645 Lemonwood Drive, Santa Paula, CA, 93060, United States

Transfer Statement: By written agreement

Certification

Name: Jeff Kritzer

Date: October 16, 2013

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Margaret M. Morrow and the assigned Magistrate Judge is John E. McDermott.

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

2:13-CV-8466-MMM (JEMx)

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.

Clerk, U. S. District Court

November 15, 2013

Date

By MDAVIS

Deputy Clerk

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 Street, G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

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

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District

BENDPAK, INC., a California Corporation,

Plaintiff(s)

QINGDAO LIANHAI HYDRAULIC MACHINERY CO., LTD., a limited liability company organized under the laws of the People's Republic of China, also known as, LIANHAI HYDRAULIC COMPANY LIMITED; KUO NIU also known as NIU KUO; and Does 1 through 10

Defendant(s)

Civil Action No. CV13-08466-mmm (JEM)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) QINGDAO LIANHAI HYDRAULIC MACHINERY CO., LTD., Haojiazhuang Village, Daxin Town, Jimo City, Qigdao, Shandong, China Zip 266200

KUO NIU Haojiazhuang Village, Daxin Town, Jimo City, Qigdao, Shandong, China Zip 266200

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kenneth H. Wennergren Wennergren Law Offices 199 Figueroa Street, Second Floor Ventura, CA 93001

If you fail to respond, 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.

Date: NOV 15 2013

CLERK OF COURT

Manlyr D... Signature of Clerk or Deputy Clerk



AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District

BENDPAK, INC., a California Corporation,

Plaintiff(s)

QINGDAO LIANHAI HYDRAULIC MACHINERY CO., LTD., a limited liability company organized under the laws of the People's Republic of China, also known as, LIANHAI HYDRAULIC COMPANY LIMITED; KUO NIU also known as NIU KUO; and Does 1 through 10

Defendant(s)

Civil Action No.

CV 13-08466-mmm (JEM)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) QINGDAO LIANHAI HYDRAULIC MACHINERY CO., LTD., Haojiazhuang Village, Daxin Town, Jimo City, Qigdao, Shandong, China Zip 266200

KUO NIU Haojiazhuang Village, Daxin Town, Jimo City, Qigdao, Shandong, China Zip 266200

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kenneth H. Wennergren Wennergren Law Offices 199 Figueroa Street, Second Floor Ventura, CA 93001

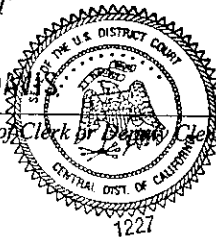
If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: NOV 15 2013

MARILYN DANES

Signature of Clerk or Deputy Clerk



AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) BENDPAK, INC., a California Corporation	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) QINGDAO LIANHAI HYDRAULIC MACHINERY CO., LTD., a limited liability company organized under the laws of the People's Republic of China, also known as, LIANHAI HYDRAULIC COMPANY LIMITED; KUO NIU also known as NIU KUO; and Does 1 through 10
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.) Wennergren Law Offices 199 Figueroa Street, Second Floor Ventura, CA 93001 (805) 643-3890	(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input checked="" type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <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%; border: none;"> <tr> <td style="border: none;">Citizen of This State</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;">1 1</td> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;">4 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;">2 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;">5 5</td> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;">3 3</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: center;">3 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;">6 6</td> <td style="border: none;"></td> <td style="border: none; text-align: center;">6 6</td> </tr> </table>	Citizen of This State	PTF DEF	1 1	Incorporated or Principal Place of Business in this State	PTF DEF	4 4	Citizen of Another State	2 2	Incorporated and Principal Place of Business in Another State	5 5	Citizen or Subject of a Foreign Country	3 3		3 3	Foreign Nation	6 6		6 6
Citizen of This State	PTF DEF	1 1	Incorporated or Principal Place of Business in this State	PTF DEF	4 4														
Citizen of Another State	2 2	Incorporated and Principal Place of Business in Another State	5 5	Citizen or Subject of a Foreign Country	3 3														
	3 3	Foreign Nation	6 6		6 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

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

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ 100,000

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.)
 17 U.S.C. §101, et seq - Copyright Infringement; 15 U.S.C. § 1051 et seq. - Trademark Infringement, Dilution, and Counterfeit

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

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input checked="" type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	TORTS	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

CV 13 - 08466

FOR OFFICE USE ONLY: Case Number: _____

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

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF? <small>Then check the box below for the county in which the majority of DEFENDANTS reside.</small>	A DEFENDANT? <small>Then check the box below for the county in which the majority of PLAINTIFFS reside.</small>	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western	

Question C: Location of plaintiffs, defendants, and claims?	A Los Angeles County	B Ventura, Santa Barbara, or San Luis Obispo Counties	C Orange County	D Riverside or San Bernardino Counties	E Outside the Central District of California	F Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western Division

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

IX(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): _____

IX(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): _____

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.

**X. SIGNATURE OF ATTORNEY
(OR SELF-REPRESENTED LITIGANT):** _____

DATE: November 7, 2013

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. 405 (g))