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CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES

BY N.L.

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8 MANTRA FILMS, INC., and
GGW MARKETING, LLC
9

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

13 MANTRA FILMS, INC., an Oklahoma
14 corporation, and GGW MARKETING,
LLC, a Delaware corporation,
15

16 Plaintiffs,

17 v.

18 OASYS MOBILE, INC. d/b/a <girls-
gone-mobile.com>, a North Carolina
corporation; MANDALAY MEDIA,
19 INC., a Delaware corporation;
TWISTBOX ENTERTAINMENT, INC.,
20 a Delaware corporation; WAAT MEDIA,
INC. d/b/a THE WAAT MEDIA
CORPORATION and WAAT MEDIA
21 WIRELESS ENTERTAINMENT, an
unknown business entity;
22 THUMBPLAY, INC., a Delaware
corporation; AT&T MOBILITY, LLC, a
23 Delaware corporation; VERIZON
COMMUNICATIONS, INC., a
24 Delaware corporation; and DOES 1-10,
25

26 Defendants.
27
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CASE NO. CV09-4420

COMPLAINT FOR:

1. FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. § 1114);
2. FEDERAL UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a));
3. FEDERAL TRADEMARK DILUTION (15 U.S.C. § 1125(c));
4. CYBERPIRACY (15 U.S.C. § 1125(d));
5. STATE STATUTORY UNFAIR COMPETITION (Cal. Bus. & Prof. Code § 17200 et seq.);
6. BREACH OF CONTRACT;
7. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING;
8. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
9. INTENTIONAL INTERFERENCE WITH EXISTING CONTRACTUAL RELATIONS

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1 Plaintiffs Mantra Films, Inc. (“Mantra”) and GGW Marketing, LLC
2 (collectively, “GGW” or “Plaintiffs”) bring this action in order to protect Plaintiffs’
3 exclusive rights in and to their long-standing, incontestable and famous federally
4 registered trademark for GIRLS GONE WILD (Reg. No. 2411851) for adult
5 entertainment (the “GIRLS GONE WILD Mark”). Accordingly, GGW seek an
6 injunction, damages, and such other relief as the Court deems just and proper for
7 Defendants’ unauthorized use of the infringing mark, GIRLS GONE MOBILE (Ser.
8 No. 77/166,100) (the “GIRLS GONE MOBILE Mark”), in connection with the
9 distribution of adult-themed downloadable content over wireless networks.

10 **Jurisdiction and Venue**

11 1. This is an action for violation of the federal Lanham Act, 15 U.S.C. §§
12 1114, 1125(a), 1125(c) and 1125(d); violation of the California statutory law of unfair
13 competition, Cal. Bus. & Prof. Code § 17200; breach of contract, breach of the
14 covenant of good faith and fair dealing; intentional interference with prospective
15 economic advantage; and intentional interference with existing contractual relations.

16 2. This Court has jurisdiction of the federal claims under 15 U.S.C. §§
17 1116(a) and 1121; and 28 U.S.C. §§ 1331, 1332(a) and 1338(a) and (b). This Court
18 has supplemental jurisdiction of the state unfair competition claim under 28 U.S.C. §
19 1338(b), that claim being joined with a substantial and related claim under the
20 Trademark Laws of the United States, and supplemental jurisdiction of all of the state
21 law claims under 28 U.S.C. § 1367(a), those claims being so related to the federal
22 claims that they form part of the same case or controversy and derive from a common
23 nucleus of operative fact.

24 3. Venue is proper in this district under 28 U.S.C. §§ 1391(b).

25 **The Parties**

26 4. Plaintiff Mantra Films, Inc. is a corporation organized and existing under
27 the laws of the state of Oklahoma, with a principal place of business located at 1601
28 Cloverfield Blvd., Suite 420 S., Santa Monica, California 90404.

1 5. GGW Marketing, LLC, is a limited liability company organized and
2 existing under the laws of the state of Delaware, with a principal place of business
3 located at 1601 Cloverfield Blvd., Suite 420 S., Santa Monica, California 90404.

4 6. Plaintiffs are informed and believe and thereupon allege that at all times
5 relevant hereto, defendant Oasys Mobile, Inc. d/b/a <girls-gone-mobile.com>
6 (“Oasys”) is a corporation organized and existing under the laws of the state of North
7 Carolina, with a principal place of business located at 8000 Regency Pkwy., Suite
8 285, Cary, North Carolina 27518-8580, and that Oasys is and has been doing business
9 in this judicial district and the state of California by creating and/or advertising and/or
10 distributing and/or offering for sale and/or selling in this judicial district under its
11 GIRLS GONE MOBILE trademark adult-themed downloadable content for
12 distribution over wireless networks that wrongfully bears infringements of Plaintiffs’
13 GIRLS GONE WILD Mark in a deliberate and egregious attempt to profit from the
14 fame and notoriety of Plaintiffs’ mark, and by registering, trafficking in, and/or using
15 in connection with same a domain name that is identical or confusingly similar to
16 Mantra’s GIRLS GONE WILD Mark.

17 7. Plaintiffs are informed and believe and thereupon allege that at all times
18 relevant hereto, defendant Mandalay Media, Inc. (“Mandalay”) is a corporation
19 organized and existing under the laws of the state of Delaware and has a principal
20 place of business located at 2121 Avenue of the Stars, Suite 2550, Los Angeles,
21 California 90067, and that Mandalay is and has been doing business in this judicial
22 district and the state of California by advertising and/or distributing and/or offering for
23 sale and/or selling in this judicial district under the GIRLS GONE MOBILE Mark
24 adult-themed downloadable content for distribution over wireless networks that
25 wrongfully bears infringements of Plaintiffs’ GIRLS GONE WILD Mark in collusion
26 with Oasys in a deliberate and egregious attempt to profit from the fame and notoriety
27 of Plaintiffs’ mark.

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1 8. Plaintiffs are informed and believe and thereupon allege that at all times
2 relevant hereto, defendant Twistbox Entertainment, Inc. (“Twistbox”), a subsidiary of
3 defendant Mandalay, is a corporation organized and existing under the laws of the
4 state of Delaware and has a principal place of business located at 14242 Ventura
5 Blvd., Third Floor, Sherman Oaks, California 91423, and that Twistbox is and has
6 been doing business in this judicial district and the state of California by advertising
7 and/or distributing and/or offering for sale and/or selling in this judicial district under
8 the GIRLS GONE MOBILE Mark adult-themed downloadable content for
9 distribution over wireless networks that wrongfully bears infringements of Plaintiffs’
10 GIRLS GONE WILD Mark in collusion with Oasys in a deliberate and egregious
11 attempt to profit from the fame and notoriety of Plaintiffs’ mark.

12 9. Plaintiffs are informed and believe and thereupon allege that at all times
13 relevant hereto, defendant Waat Media, Inc. d/b/a The Waat Media Corporation and
14 Waat Media Wireless Entertainment (collectively, “WAAT”) a subsidiary of
15 defendant Twistbox is an unknown business entity with a principal place of business
16 located at 14242 Ventura Blvd., Third Floor, Sherman Oaks, California, 91423, and
17 that WAAT is and has been doing business in this judicial district and the state of
18 California by advertising and/or distributing and/or offering for sale and/or selling in
19 this judicial district under the GIRLS GONE MOBILE Mark adult-themed
20 downloadable content for distribution over wireless networks that wrongfully bears
21 infringements of Plaintiffs’ GIRLS GONE WILD Mark in collusion with Oasys in a
22 deliberate and egregious attempt to profit from the fame and notoriety of Plaintiffs’
23 mark.

24 10. Plaintiffs are informed and believe and thereupon allege that at all times
25 relevant hereto, defendant Thumbplay, Inc. (“Thumbplay”) is a corporation organized
26 and existing under the laws of the state of Delaware and has a principal place of
27 business located at 599 Broadway, 8th Floor, New York, NY 10012, and that
28 Thumbplay is registered to do business in the state of California and has been doing

1 business in this judicial district and the state of California by advertising and/or
2 distributing and/or offering for sale and/or selling in this judicial district under the
3 GIRLS GONE MOBILE Mark adult-themed downloadable content for distribution
4 over wireless networks that wrongfully bears infringements of Plaintiffs' GIRLS
5 GONE WILD Mark in a deliberate and egregious attempt to profit from the fame and
6 notoriety of Plaintiffs' mark.

7 11. Plaintiffs are informed and believe and thereupon allege that at all times
8 relevant hereto, defendant AT&T Mobility, LLC ("AT&T Mobility") is a corporation
9 organized and existing under the laws of the state of Delaware and has a principal
10 place of business located at 1055 Lenox Blvd., Atlanta, Georgia 30324, and that
11 AT&T Mobility is and has been doing business extensively, substantially and
12 continuously in this judicial district and the state of California, and that AT&T
13 Mobility has advertised and/or distributed and/or offered for sale and/or sold in this
14 judicial district under the GIRLS GONE MOBILE Mark adult-themed downloadable
15 content for distribution over its wireless network that wrongfully bears infringements
16 of Plaintiffs' GIRLS GONE WILD Mark with the intent to profit from the fame and
17 notoriety of Plaintiffs' mark and with knowledge of and in willful disregard of
18 Plaintiffs' rights.

19 12. Plaintiffs are informed and believe and thereupon allege that at all times
20 relevant hereto, defendant Verizon Communications, Inc. ("Verizon") is a corporation
21 organized and existing under the laws of the state of Delaware and has a principal
22 place of business located at 140 West St., New York, New York 10007, and that
23 Verizon is and has been doing business extensively, substantially and continuously in
24 this judicial district and the state of California, and that Verizon has advertised and/or
25 distributed and/or offered for sale and/or sold in this judicial district under the GIRLS
26 GONE MOBILE Mark adult-themed downloadable content for distribution over its
27 wireless network that wrongfully bears infringements of Plaintiffs' GIRLS GONE
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1 WILD Mark with the intent to profit from the fame and notoriety of Plaintiffs' mark
2 and with knowledge of and in willful disregard of Plaintiffs' rights.

3 13. GGW is informed and believes and thereupon alleges that defendants,
4 Does 1-10, are and have been doing business in association with the named defendants
5 in this judicial district and the state of California and have engaged in the
6 unauthorized creation and/or advertisement and/or distribution and/or offering for sale
7 and/or sale of adult-themed downloadable content for distribution over wireless
8 networks that wrongfully bears infringements of GGW's GIRLS GONE WILD Mark.
9 The named defendants and John Does 1-10 are hereinafter collectively referred to as
10 "Defendants."

11 14. Upon information and belief, due to the nature of the Defendants and
12 their business practices, the identity of the various Does is not presently known, and
13 the Complaint herein will be amended, if appropriate, to include the name or names of
14 said individuals and/or entities if and when such information becomes available.

15 Plaintiffs' Rights

16 15. GGW develops and distributes lifestyle, adult-themed entertainment to
17 consumers worldwide through television, live events, wireless, Internet, VOD, SVOD,
18 Pay Per View, mobile and home video distribution channels. GGW is a leader in its
19 industry and has been a home entertainment pioneer in both DVD and Blu-Ray Disc
20 formats.

21 16. In particular, with respect to this action, GGW has created and developed
22 the world-famous GIRLS GONE WILD brand, which GGW markets under its long-
23 standing, famous federally registered GIRLS GONE WILD Mark in International
24 Class 009. True and correct copies of printouts from the United States Patent and
25 Trademark Office evidencing GGW's federal trademark registration of its GIRLS
26 GONE WILD Mark are attached hereto and identified as **Exhibit 1**.

27 17. GGW's registration for its GIRLS GONE WILD Mark is in full force and
28 effect and has become incontestable pursuant to 15 U.S.C. § 1065.

1 18. The goodwill of GGW's businesses in connection with which its GIRLS
2 GONE WILD Mark is used has never been abandoned. GGW intends to continue to
3 preserve and maintain its rights with respect to its GIRLS GONE WILD Mark.

4 19. GGW's goods and services utilizing and/or bearing its GIRLS GONE
5 WILD Mark by reason of their distinctive style, design, layout, content and quality
6 have come to be known and highly regarded by the purchasing public throughout the
7 United States. As a result thereof, the its GIRLS GONE WILD Mark and the
8 goodwill associated therewith, are of inestimable value to GGW.

9 20. GGW has expended hundreds of millions of dollars advertising its goods
10 and services bearing the GIRLS GONE WILD Mark and promoting said trademark on
11 its original goods and services. As a direct result of this promotion, GGW has
12 realized significant revenues from its sale of goods and services under its GIRLS
13 GONE WILD Mark. GGW sells its goods bearing the GIRLS GONE WILD Mark,
14 and engages in services offered under or in connection with its GIRLS GONE WILD
15 Mark through its network of distributors throughout the world, and in the United
16 States and on its website, www.girlsgonewild.com, all of which utilize and display the
17 GIRLS GONE WILD Mark. Only authorized distributors with the approval of GGW
18 and under its supervision may distribute GGW's authentic goods and services offered
19 under the GIRLS GONE WILD Mark. True and correct copies of exemplars of
20 GGW's authentic goods offered under the GIRLS GONE WILD Mark are attached
21 hereto as **Exhibit 2**.

22 21. GGW first began offering its adult-themed products under the GIRLS
23 GONE WILD Mark in commerce in 1999. For over 10 years, GGW has been a
24 leading provider of adult-themed entertainment sold under the GIRLS GONE WILD
25 Mark. GGW currently sells a wide variety of products under its GIRLS GONE WILD
26 Mark including without limitation wireless content, multi-media content, DVDs,
27 apparel and fashion accessories.

28

1 22. Since GGW first began offering its adult-themed goods and services in
2 commerce, GGW has aggressively marketed and expanded the GIRLS GONE WILD
3 brand, which currently enjoys a high-profile national presence in the licensing,
4 apparel, cross promotion, television and gaming industries.

5 23. GGW aggressively promotes the GIRLS GONE WILD brand through all
6 channels of trade including without limitation television, pay-per-view, telemarketing,
7 radio, Internet, retail, print, wireless, live events, and a monthly GIRLS GONE WILD
8 magazine.

9 24. The GIRLS GONE WILD Mark is one of the most recognized marks in
10 the United States, having enjoyed extraordinary success in reaching the much sought-
11 after 18-35 year-old male and female markets.

12 25. As a result of GGW's extensive advertising of goods and services
13 bearing the GIRLS GONE WILD Mark, the widespread sale of such goods and
14 services, and the notoriety that the GIRLS GONE WILD Mark and brand have
15 achieved, the GIRLS GONE WILD Mark has become famous and goods bearing the
16 GIRLS GONE WILD Mark have been and are widely recognized by the public and
17 the trade as originating from a single source: GGW.

18 26. As a business policy, GGW has established and maintains high standards
19 of quality for licensed products bearing or being offered for sale under the GIRLS
20 GONE WILD Mark. GGW maintains stringent quality control over licensees,
21 sponsors and users of the GIRLS GONE WILD Mark with respect to the style and
22 quality of licensed goods sold or offered for sale bearing or being offered for sale
23 under the GIRLS GONE WILD Mark and the manner of use of said mark on said
24 goods in order to preserve and protect GGW's valuable trademark rights. The
25 foregoing quality control procedures ensure that all such goods bearing or associated
26 with the GIRLS GONE WILD Mark will be identified by purchasers as high quality
27 goods emanating from, licensed by, sponsored by, or authorized by GGW.

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1 37. Defendant Verizon has used and is using the GIRLS GONE MOBILE
2 Mark in commerce in connection with its advertisement and/or distribution and/or
3 offering for sale and/or sale of the Infringing Goods. A true and correct copy of a
4 page from this defendant's website evidencing its offering for sale of the Infringing
5 Goods is attached hereto as **Exhibit 7**.

6 38. Upon information and belief, the activities of Defendants complained of
7 herein, including without limitation the activities alleged in the individual causes of
8 action below, constitute, among other things, willful and intentional infringement of
9 the GIRLS GONE WILD Mark; are in total disregard of GGW's rights; and were
10 commenced and have continued despite Defendants' knowledge that their conduct
11 was and is in direct contravention of GGW's rights.

12 39. Defendants' actions as alleged herein are likely to cause confusion and
13 mistake in the minds of the purchasing public, are likely to damage, blur and dilute
14 GGW's GIRLS GONE WILD Mark, and tend to and do falsely create the impression
15 that Defendants, the <girls-gone-mobile.com> website, and/or the downloadable
16 adult-themed applications and media created and/or advertised and/or distributed
17 and/or offered for sale and/or sold by Defendants originate from or are authorized,
18 sponsored, or approved by GGW when they are not.

19 **COUNT I – AS TO ALL DEFENDANTS**
20 **FEDERAL TRADEMARK INFRINGEMENT**
21 **(15 U.S.C. § 1114)**

22 40. Plaintiffs incorporate all prior allegations as if set forth fully herein.

23 41. Defendants' use of the GIRLS GONE MOBILE Mark in connection with
24 the Infringing Goods is likely to cause confusion, mistake or deception of consumers
25 as to the source of origin or sponsorship of the goods, in violation of Section 32 of the
26 Lanham Act, 15 U.S.C. § 1114. Specifically, consumers are subject to a likelihood of
27 confusion, and initial interest confusion, in that they are and will be likely to be
28 diverted to Defendants' websites, and the third party websites offering the Infringing

1 Defendants, Defendants' websites, and/or Defendants' Infringing Goods originate
2 from, or are sponsored or approved by GGW when in fact they are not.

3 46. GGW has no control over the nature and quality of Defendants'
4 Infringing Goods. Any failure, neglect or default by Defendants in providing high
5 quality products will reflect adversely on GGW as the believed source of origin
6 thereof. This activity and the false representations made by Defendants asserting an
7 association, sponsorship or approval by GGW of Defendants' inferior Infringing
8 Goods impair efforts by GGW to continue to protect its outstanding reputation for
9 high quality lifestyle media and will result in loss of sales and goodwill by GGW, all
10 to the irreparable harm of GGW.

11 47. Unless enjoined by this Court, Defendants will continue to engage in the
12 acts of false representation and designation complained of herein, to the irreparable
13 damage and injury of GGW.

14 48. Defendants' continued false representation and designation is with full
15 knowledge of GGW's exclusive rights in and to its GIRLS GONE WILD Mark, and
16 such acts are made in conscious disregard of GGW's rights, entitling GGW to an
17 award of Defendants' profits, up to three times GGW's actual damages, and GGW's
18 attorneys' fees in bringing and maintaining this action, pursuant to 15 U.S.C.
19 § 1117(a).

20 **COUNT III – AS TO ALL DEFENDANTS**

21 **FEDERAL TRADEMARK DILUTION**

22 **(15 U.S.C. § 1125(c))**

23 49. Plaintiffs incorporate all prior allegations as if set forth fully herein.

24 50. GGW is the exclusive owner of the GIRLS GONE WILD Mark and the
25 federal trademark registration for said mark, which has become incontestable pursuant
26 to 15 U.S.C. § 1065.

27 51. Based on GGW's extensive sales, marketing and advertising of its goods
28 under the GIRLS GONE WILD Mark, GGW's GIRLS GONE WILD Mark became

1 distinctive and famous pursuant to 15 U.S.C. § 1125(c) prior to Defendants' first
2 application or use of the GIRLS GONE MOBILE Mark.

3 52. Defendants' use of the GIRLS GONE MOBILE Mark in connection with
4 Defendants' Infringing Goods constitutes Defendants' commercial use in commerce
5 of a mark that is likely to cause dilution by blurring of GGW's famous GIRLS GONE
6 WILD Mark.

7 53. Defendants' use of the GIRLS GONE MOBILE Mark in connection with
8 Defendants' Infringing Goods, as well as Defendants' efforts to pass off their products
9 as being made, marketed, sponsored, licensed or otherwise authorized or approved by
10 GGW, are eroding the distinctiveness of GGW's famous GIRLS GONE WILD Mark.

11 54. Defendants' actions have caused dilution of GGW's GIRLS GONE
12 WILD Mark by lessening the capacity of such mark to identify and distinguish
13 GGW's products and services.

14 55. GGW is threatened with injury through this dilution of its trademark
15 rights, as well as immediate and direct injury to its name, image and business
16 reputation.

17 56. Defendants have willfully intended to trade on GGW's reputation and/or
18 to cause dilution to GGW's famous GIRLS GONE WILD Mark.

19 57. GGW has no adequate remedy at law. The conduct of Defendants has
20 caused, and if not enjoined will continue to cause, irreparable harm and damage to
21 GGW's trademark rights and GGW's business, reputation, and goodwill.

22 **COUNT IV – AS TO DEFENDANT OASYS**

23 **CYBERPIRACY**

24 **(15 U.S.C. § 1125(d))**

25 58. Plaintiffs incorporate all prior allegations as if set forth fully herein.

26 59. GGW is the exclusive owner of the GIRLS GONE WILD Mark and the
27 federal trademark registration therefor.

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1 60. Defendant Oasys has registered, trafficked in, and/or used the domain
2 name <girls-gone-mobile.com> in connection with its advertising, distributing,
3 offering for sale and selling of its Infringing Goods, which domain name is
4 confusingly similar to GGW's GIRLS GONE WILD Mark. Defendant Oasys's
5 domain name is likely to cause consumers to be confused, mistaken or deceived as to
6 the source of origin or sponsorship of Defendant Oasys's Infringing Goods.
7 Specifically, consumers are likely to visit <girls-gone-mobile.com> and to purchase
8 Defendant Oasys's Infringing Goods falsely believing that Defendant Oasys,
9 Defendant Oasys's domain name, and/or Defendant Oasys's Infringing Goods are
10 affiliated, connected, or associated with GGW, or falsely believing that Defendant
11 Oasys, Defendant Oasys's domain name, and/or Defendant Oasys's Infringing Goods
12 originate from, or are sponsored or approved by GGW when they are not.

13 61. The GIRLS GONE WILD Mark was both distinctive and famous at the
14 time Defendant Oasys registered the Internet domain name <girls-gone-mobile.com>
15 and remains both distinctive and famous today.

16 62. Defendant Oasys's registration of the <girls-gone-mobile.com> domain
17 name is likely to dilute, and has caused actual dilution, by blurring of GGW's GIRLS
18 GONE WILD Mark.

19 63. Defendant Oasys's registration of the <girls-gone-mobile.com> domain
20 name is likely to cause irreparable harm to GGW's trademark rights, reputation and
21 goodwill.

22 64. Defendant Oasys's registration of the <girls-gone-mobile.com> domain
23 name is creating a likelihood of confusion as to the source, sponsorship, affiliation, or
24 endorsement of Defendant Oasys's <girls-gone-mobile.com> website.

25 65. Defendant Oasys has registered and used the Internet domain name
26 <girls-gone-mobile.com> willfully and with a bad faith intent to profit from GGW's
27 famous GIRLS GONE WILD Mark.
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1 66. Defendant Oasys's registration of the <girls-gone-mobile.com> domain
2 name is intended either for Defendant Oasys's commercial gain or with the intent to
3 lessen the source-identifying capacity of GGW's famous GIRLS GONE WILD Mark.

4 67. Defendant Oasys has willfully infringed GGW's trademark rights by
5 registering the <girls-gone-mobile.com> domain name in an attempt to divert GGW's
6 customers and potential customers to Defendant Oasys's <girls-gone-mobile.com>
7 website under the false belief that Defendant Oasys and/or Defendant Oasys's
8 Infringing Goods originate from or are sponsored or approved by GGW when they are
9 not.

10 68. Defendant Oasys's continued acts of willful infringement, as complained
11 of herein, entitle GGW to injunctive relief in the form of the forfeiture or cancellation
12 of the domain name <girls-gone-mobile.com> or the transfer of the domain name
13 <girls-gone-mobile.com> to GGW pursuant to 15 U.S.C. § 1125(d)(1)(C); to damages
14 in the form of either Defendant Oasys's profits and GGW's actual damages or
15 statutory damages pursuant to 15 U.S.C. § 1117(a) and (d), and to GGW's reasonable
16 attorneys' fees pursuant to 15 U.S.C. § 1117(a).

17 **COUNT V – AS TO ALL DEFENDANTS**
18 **STATE STATUTORY UNFAIR COMPETITION**
19 **CAL. BUS. & PROF. CODE § 17200**

20 69. Plaintiffs incorporate all prior allegations as if set forth fully herein.

21 70. This claim arises under California Business and Professions Code
22 Sections 17200 et seq. and the common law of the state of California.

23 71. GGW is the owner of all rights, title, and interest in and to GGW's
24 GIRLS GONE WILD Mark.

25 72. Upon information and belief, Defendants have intentionally appropriated
26 GGW's GIRLS GONE WILD Mark with the intent of causing confusion, mistake,
27 and deception as to the source of origin of their Infringing Goods and with the intent
28

1 to palm off their Infringing Goods as being made, marketed, sponsored, licensed or
2 otherwise authorized or approved by GGW when they are not.

3 73. Upon information and belief, Defendants' acts, including those
4 specifically complained of herein, with respect to Defendants' misappropriation of
5 GGW's GIRLS GONE WILD Mark in connection with Defendants' advertisement,
6 offering for sale and sale of Defendants' Infringing Goods has violated the unfair
7 competition laws of the state of California, specifically California Business and
8 Professions Code §§ 17200 et seq.

9 74. GGW has no adequate remedy at law. The conduct of Defendants has
10 caused, and if not enjoined will continue to cause, GGW irreparable harm and damage
11 GGW's trademark and common law trademark rights and its business, reputation, and
12 goodwill.

13 **COUNT VI – AS TO DEFENDANT WAAT**
14 **BREACH OF CONTRACT**

15 75. Plaintiffs incorporate all prior allegations as if set forth fully herein.

16 76. Plaintiff Mantra and defendant WAAT are parties to that certain
17 agreement dated September 15, 2005 (the "Wireless Distribution Agreement").
18 According to the Wireless Distribution Agreement, in exchange for the exclusive
19 rights to distribute over wireless networks Mantra's adult-themed downloadable
20 content offered under its GIRLS GONE WILD Mark, WAAT was obligated, among
21 other things, to pay to Mantra monies due under the agreement on a quarterly basis.
22 WAAT has breached the Wireless Distribution Agreement by, among other things,
23 failing to pay to Mantra monies owed under the agreement since at least as early as
24 June 30, 2008.

25 77. Mantra performed each and every term and condition of the Wireless
26 Distribution Agreement.

27 78. WAAT breached the Wireless Distribution Agreement, as set forth
28 above.

1 offered under its GIRLS GONE MOBILE Mark to the same carriers that were
2 carrying or would have carried Mantra's adult-themed downloadable content offered
3 under its GIRLS GONE WILD Mark.

4 85. As a direct and proximate result of WAAT's breach of the covenant of
5 good faith and fair dealing, Mantra has suffered actual damages and lost profits in an
6 amount of at least as much as \$75,000, but the full extent of which is to be determined
7 in this action and subject to proof at the time of trial.

8 86. As a result of the aforementioned acts by WAAT, Mantra is further
9 entitled to its costs and expenses for bringing this action.

10 **COUNT VIII – AS TO DEFENDANT OASYS**
11 **INTENTIONAL INTERFERENCE WITH**
12 **PROSPECTIVE ECONOMIC ADVANTAGE**

13 87. Plaintiffs incorporate all prior allegations as if set forth fully herein.

14 88. At the time of Defendant Oasys's adoption and use of its GIRLS GONE
15 MOBILE Mark, GGW had a reasonable expectation of future business from its prior
16 and existing customers for the distribution of its adult-themed content offered under
17 its GIRLS GONE WILD Mark.

18 89. Notwithstanding GGW's reasonable expectation of future business from
19 its prior and existing customers for the distribution of its adult-themed content offered
20 under its GIRLS GONE WILD Mark, Defendant Oasys misappropriated Plaintiffs'
21 mark and solicited Plaintiffs' existing and potential customers in order to usurp
22 GGW's existing and potential business in order to conduct its competing business
23 under the GIRLS GONE MOBILE Mark.

24 90. Defendant Oasys knew of the relationship between GGW and its existing
25 customers and of the potential customers for GGW's adult-themed content offered
26 under its GIRLS GONE WILD Mark at the time Defendant Oasys targeted, solicited
27 and marketed its Infringing Goods offered under its GIRLS GONE MOBILE Mark to
28 such customers.

1 91. The solicitation of GGW's actual and potential customers by Defendant
2 Oasys was wrongful in that it was designed to capitalize on the fame and popularity of
3 GGW's GIRLS GONE WILD Mark and to disrupt GGW's economic relationships
4 with third parties by usurping and securing GGW's existing and potential customers
5 through the use of Defendant Oasys's GIRLS GONE MOBILE Mark for the
6 distribution of adult-themed content, which mark is virtually identical and/or
7 confusingly similar to GGW's GIRLS GONE WILD Mark, which is also used for the
8 distribution of adult-themed content.

9 92. As a proximate result of Defendant Oasys's actions complained of
10 herein, GGW has lost business to Defendant Oasys, which GGW otherwise would
11 have received. Said lost business opportunities have caused GGW lost profits in an
12 amount to be determined in this action and subject to proof at the time of trial.

13 93. The aforementioned acts of Defendant Oasys were willful, oppressive,
14 fraudulent and malicious. GGW is, therefore, entitled to punitive damages.

15 **COUNT IX – AS TO DEFENDANT OASYS**
16 **INTENTIONAL INTERFERENCE WITH**
17 **EXISTING CONTRACTUAL RELATIONS**

18 94. Plaintiffs incorporate all prior allegations as if set forth fully herein.

19 95. On information and belief, at the time of Defendant Oasys's adoption and
20 use of its GIRLS GONE MOBILE Mark, GGW had an existing contractual
21 relationship with Defendant WAAT for the distribution of GGW's adult-themed
22 content offered under its GIRLS GONE WILD Mark.

23 96. On information and belief, notwithstanding GGW's existing contractual
24 relationship with Defendant WAAT, Defendant Oasys intentionally misappropriated a
25 mark that is virtually identical and/or confusingly similar to GGW's GIRLS GONE
26 WILD Mark and solicited WAAT and/or its parent corporations, Twistbox and
27 Mandalay, in order to usurp GGW's business with same in order to conduct its own
28 competing business under the GIRLS GONE MOBILE Mark.

1 the domain name <girls-gone-mobile.com>; or alternatively to transfer of the domain
2 name <girls-gone-mobile.com> from Defendant Oasys to GGW pursuant to 15 U.S.C.
3 § 1125;

4 104. That judgment be entered against defendant WAAT for breach of
5 contract and breach of the covenant of good faith and fair dealing for WAAT's
6 violations of obligations in connection with the Wireless Distribution Agreement;

7 105. That judgment be entered against defendant Oasys for intentional
8 interference with prospective economic advantage and interference with existing
9 contractual relations as complained of herein;

10 106. That Defendants, their officers, agents, employees, servants, privies,
11 successors and assigns, and all persons and organizations in active concert,
12 participation and combination with Defendants, be both preliminarily and permanently
13 enjoined and restrained from:

14 a. using GGW's GIRLS GONE WILD Mark, or any confusingly
15 similar designations thereof without GGW's authorization or consent;

16 b. using any false designation, description or representation regarding
17 the source of Defendants' Infringing Goods, including, specifically, the GIRLS
18 GONE MOBILE Mark;

19 c. further diluting and infringing GGW's GIRLS GONE WILD Mark
20 and thereby damaging GGW's goodwill and reputation;

21 d. falsely advertising or promoting Defendants' Infringing Goods by
22 using GGW's GIRLS GONE WILD Mark, or otherwise engaging in deceptive acts
23 and practices in the conduct of their businesses;

24 e. otherwise infringing upon GGW's GIRLS GONE WILD Mark, or
25 competing unfairly with GGW.

26 107. That Defendants be required to account to GGW for any and all profits
27 derived by Defendants and to compensate GGW for all damages sustained by GGW
28 by reason of the acts complained of herein, and that the award of such damages be

1 enhanced up to three times their amount pursuant to 15 U.S.C. § 1117; alternatively,
2 that GGW be awarded statutory damages pursuant to 15 U.S.C. § 1117 for
3 Defendants' willful adoption and use of the infringing GIRLS GONE MOBILE Mark
4 and the infringing domain <girls-gone-mobile.com> in connection with their
5 advertising, distribution, offering for sale and sale of their Infringing Goods.

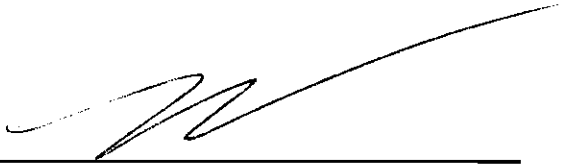
6 108. That GGW be awarded its costs and expenses in this action, together with
7 pre-judgment and post-judgment interest and reasonable attorneys' fees pursuant to 15
8 U.S.C. § 1117.

9 109. That GGW be awarded punitive damages in an amount to be determined
10 at trial.

11 110. That GGW be awarded such other and further relief as this Court may
12 deem just and proper.

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Dated: June 19, 2009

By: 

Konrad K. Gatien
Keats McFarland & Wilson LLP
Attorneys for Plaintiffs
MANTRA FILMS, INC. and
GGW MARKETING, LLC.



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Start List At: OR Jump to record: **Record 10 out of 10**

TARR Status ASSIGH Status TDR TTAB Status (Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark	GIRLS GONE WILD
Goods and Services	IC 009. US 021 023 026 036 038. G & S: prerecorded videotapes featuring adult entertainment. FIRST USE: 19981201. FIRST USE IN COMMERCE: 19990101
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75640463
Filing Date	February 12, 1999
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	September 19, 2000
Registration Number	2411851
Registration Date	December 12, 2000
Owner	(REGISTRANT) MRA HOLDING CORPORATION LTD LIAB CO CALIFORNIA 8899 BEVERLY BLVD. SUITE 810 BEVERLY HILLS CALIFORNIA 90048 (LAST LISTED OWNER) GGW MARKETING, LLC LTD LIAB CO STE 420 S 1601 COLVERFIELD AVE SANTA MONICA CALIFORNIA 90404
Assignment	ASSIGNMENT RECORDED

EXHIBIT 1
PAGE 23

Recorded
Attorney of Record Lisa Shulman
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR).
Live/Dead Indicator LIVE

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EXHIBIT 1
PAGE 29

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Password:

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Featured GGW Girl Mandi



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Check out Battery/Bystom/Jive artist Lil Goonie in his new "Girz Gone Wild" music video!



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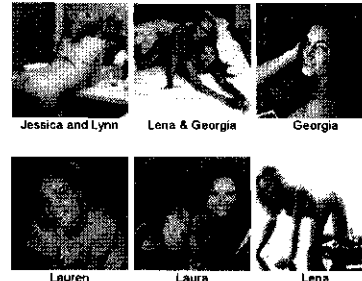
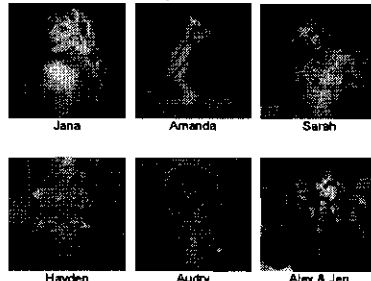


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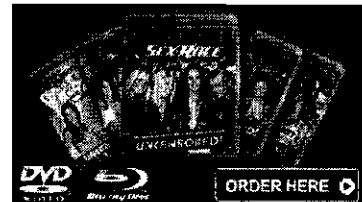
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GIRLS GONE WILD MAGAZINE



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GIRLS GONE MOBILE

Word Mark GIRLS GONE MOBILE
Goods and Services IC 009. US 021 023 026 036 038. G & S: Downloadable ringtones; ringback tones; wallpapers; animated screen savers; downloadable text files featuring information in the fields of modeling, fashion, beauty, travel and lifestyle; downloadable video recordings from streaming video featuring information in the fields of modeling, fashion, beauty, travel and lifestyle; downloadable films and TV programs featuring information in the fields of modeling, fashion, beauty, travel and lifestyle provided via video-on-demand; downloadable video ringtones; downloadable video screensavers; downloadable animated wallpapers and themes, namely, customized graphical displays; all of the aforementioned distributed via a global computer network and wireless devices

Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77166100
Filing Date April 26, 2007
Current Filing 1B

EXHIBIT 3
PAGE 26

Basis

Original Filing Basis 1B

Published for Opposition December 9, 2008

Owner (APPLICANT) Oasys Mobile, Inc. CORPORATION DELAWARE 434 Fayetteville Street Mall, Suite 600 Raleigh NORTH CAROLINA 27601

Attorney of Record Mitchell A. Tuchman

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MOBILE" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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EXHIBIT 3
PAGE 27



Cell Phone Videos

Select a preview from below to view a cell phone video.

- Ethnicity:
 - Features:
 - Pose:
 - Clothing:
 - Hair:
- FIND HER**



GIRLS GONE MOBILE

VIEW PHONE **1**

SEND 2 PHONE **2**

You can also share this Dijit by

TAKE IT!

TEXAS HOLD'EM

WITH PHIL HELLMUTH

AT&T VERIZON

- Videos
- Mobile Videos
 - Video Tones

Girls Gone Mobile™ Videos and Video Tones are available for most phones and wireless carriers that support video. Please make sure your phone supports video prior to downloading any video content.

EXHIBIT 4
PAGE 28



Cell Phone Wallpapers

Select a section from below to view mobile wallpapers.

Ethnicity:

Features:

Pose:

Clothing:

Hair:

FIND HER

Specials Collections

- Featured**
- Top Ten**
 - Amateurs
 - Badunkadunk
 - Beach Babes
 - Blonde Bombshells
 - Brown Sugar
 - Suom Brunettes
 - Centerfolds
 - Naughty School Girls
 - Painted Ladies
 - Red Hot Firecrackers
 - Spicy Latinas

Model Galleries

- » show thumbnails
- Denise Milani
 - Lorena Amore
 - Veronika Zemanova
 - Ursula Mayes
 - Tila Tequila
 - Maya Sakura
 - Noelia Monge
 - Jenna Jameson

Animations

- Animated Wallpapers



Need cell phone wallpaper or cell phone ringtones? Download sexy girl wallpaper for your cell phone. Be the envy of all your friends with the hottest cell phone wallpaper, hot girl ringtones, and hot girl cell phone videos. If your cell phone can handle it, we've got it, download hot women from Jenna Jameson to Tila Tequila to your cell phone.

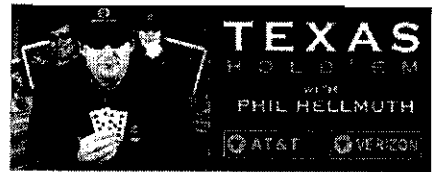
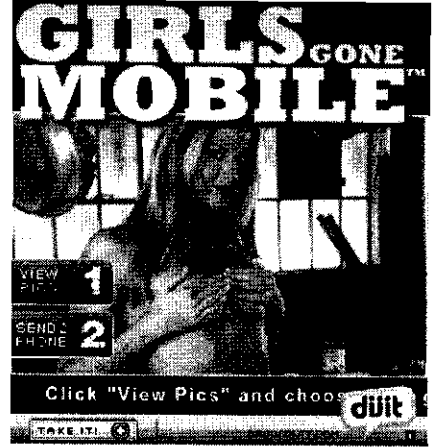


EXHIBIT 4
PAGE 29



Girls Gone Mobile™ Content

Ethnicity:

Features:

Pose:

Clothing:

Hair:

SEND HER



You have chosen to receive a Girls Gone Mobile™ product link on your mobile phone. Please select your country from the drop-down menu, enter your phone number and click the 'Send link' button to begin the purchase process.

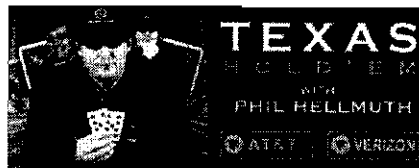
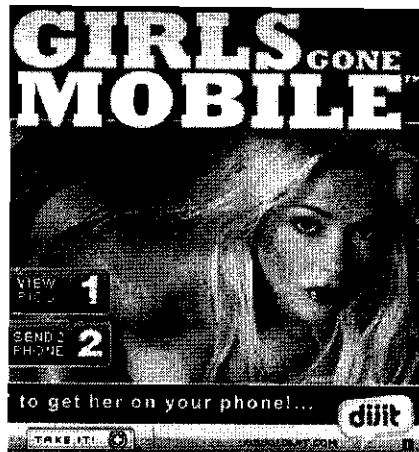
Downloading Instructions

1. Select your country:
2. Enter your mobile phone number below:

Be sure to check out the Girls Gone Mobile™ \$9.99 monthly subscription where you can get our wallpapers, ringtones, videos and more at huge savings. See the Girls Gone Mobile™ Terms & Conditions for details.

Send link

> Cancel



Specials Collections

Featured

Top Ten

- Amateurs
- Bedunkadunk
- Beach Babes
- Blonde Bombshells
- Brown Sugar
- Buxom Brunettes
- Centerfolds
- Naughty School Girls
- Painted Ladies
- Red Hot Firecrackers
- Spicy Latinas

Model Galleries

show thumbnails

- Doniso Mileni
- Lorena Amore
- Veronika Zemanova
- Ursula Mayes
- Tila Tequila
- Maya Sakura
- Noelia Monge
- Jenna Jameson

Animations

Animated Wallpapers

EXHIBIT 4
 PAGE 30

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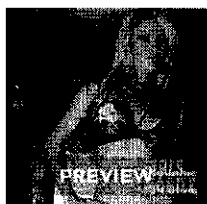
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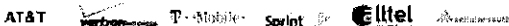
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Bonus ringtones are only available to new subscribers who are customers of supported carriers. Not all carriers support the Thumbplay service. A phone with an Internet-enabled and SMS-enabled (short message service) account is required. If you elect to become a subscriber, after entering your password, you will be subscribed to Thumbplay and automatically charged \$9.99 each month using the billing method selected by you (i.e., mobile phone bill, deducted from prepaid balance, PayPal or credit card) for 10 credits each month until such time as you cancel your subscription. PayPal or credit card billing may not be available at the time of your transaction, and in such event, or in the event you do not select a billing method, charges will be billed to your mobile phone bill or deducted from your prepaid balance. Monthly credits expire at the end of each month and may not be rolled over into the following month. In certain instances, in lieu of a subscription you may have the opportunity to make a one-time purchase. In such case, the purchase price (from \$0.99 to \$5.99 per content item) for the content item you select will be charged to the billing method selected by you (i.e., mobile phone bill, deducted from prepaid balance, PayPal or credit card). Credits may only be provided after billing is successful.

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EXHIBIT 5
PAGE 31



MEdia Mall

- MEDIA MALL
- RINGTONES
- GAMES
- COOL TOOLS
- VIDEOS
- GRAPHICS
- FUN PACKS
- ANSWER TONES
- MULTIMEDIA

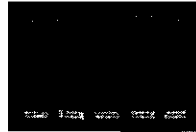
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PREVIEW



Girls Gone Mobile



ToneMaker Xtreme



Rick Steve's Spanish Phrase Book and Dictionary

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Daily, weekly, monthly horoscopes, astrologer's advice column, love chart compatibility, birthday numerology, love meter, and more from ELLE magazine!

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Jacques Pepin's Fast Food My Way



Geocache Navigator (7 day demo)



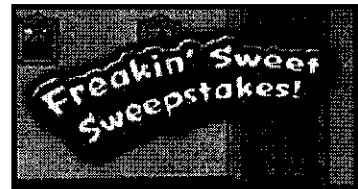
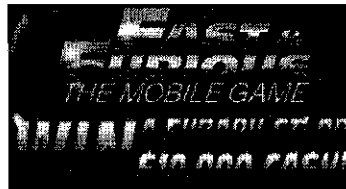
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EXHIBIT 6
 PAGE 32

The screenshot shows the AT&T Media Mall website interface. At the top, the AT&T logo is on the left, and the text 'MEdia Mall' is on the right. Below the logo is the tagline 'Your world. Delivered.'. A navigation menu includes 'Home', 'About Us', 'Specials', 'Contact Us', 'Find a Store', and 'Log In'. A search bar is located below the navigation. The main content area is divided into several sections: 'Featured Picks' with sub-tabs for 'New Arrivals', 'Most Popular', and 'All Categories'; a 'PREVIEW' section for 'ELLE ASTROLOGY'; and a 'JOIN APPS BETA NOW' button. The product tiles include 'Girls Gone Mobile', 'ToneMaker Xtreme', 'Rick Steve's Spanish Phrase Book and Dictionary', 'Geocache Navigator (7 day demo)', and 'ELLE Astrology'. The browser status bar at the bottom indicates 'Done, but with errors on page.' and 'Internet' connection.

EXHIBIT 6
 PAGE 33



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[Search](#)

[Phones & Accessories](#) [Plans](#) [Features & Downloads](#) [Messaging](#) [Business](#) [Support](#)

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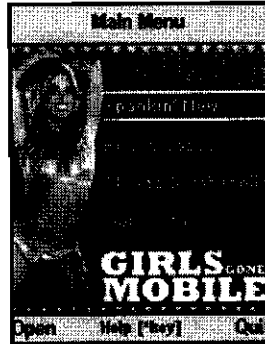
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Name: Girls Gone Mobile

Category: Wallpapers, All Tools & Applications, Eye Candy WP Apps

Publisher: Oasys Mobile, Inc.

Select Pricing:
 \$2.49 - 1 Use Purchase

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New! Send a shortcut to purchase this item on your phone. You must be logged in to purchase this item.

Application Description:

Surfing for a beach babe? Want to cozy up to a snow bunny? Cruising for a hip hop hottie? Now download the all new Girls Gone Mobile wallpaper application and get any girl you want! They are all ready and waiting for you! Each wallpaper features a model bio so you can find out what turns them on, turns them off, and even their deepest, darkest secrets. These girls are not just going wild they are going mobile!

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- LG Venus VX8800
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EXHIBIT 7
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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself) MANTRA FILMS, INC.; GGW MARKETING, LLC
DEFENDANTS OASYS MOBILE, INC.; MANDALAY MEDIA, INC.; TWISTBOX ENTERTAINMENT, INC.; WAAT MEDIA, INC.; THUMBPLAY, INC.; AT&T MOBILITY, LLC; VERIZON COMMUNICATIONS, INC.; DOES 1-10
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Keats McFarland & Wilson LLP (SEE ATTACHMENT "A") 9720 Wilshire Boulevard, Penthouse Suite Beverly Hills, California 90212; Tel.: (310) 248-3830 Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)
III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)
IV. ORIGIN (Place an X in one box only.)
V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: Yes No MONEY DEMANDED IN COMPLAINT: \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
15 USC § 1114 Fed Trademark Infringement; 15 USC § 1125(a) Fed Unfair Competition; 15 USC § 1125(c) Fed Trademark Dilution; 15 USC § 1125(d) Cyberpiracy
VII. NATURE OF SUIT (Place an X in one box only.)

Table with 6 columns: OTHER STATUTES, CONTRACT, REAL PROPERTY, TORTS, PRISONER PETITIONS, LABOR. Lists various legal categories and sub-categories with checkboxes for selection.

FOR OFFICE USE ONLY: Case Number: CV09-4420
AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

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

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

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
MANTRA FILMS, INC., Los Angeles County GGW MARKETING, LLC, Los Angeles County	

(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
MANDALAY MEDIA, INC., Los Angeles County; TWISTBOX ENTERTAINMENT, INC., Los Angeles County; WAAT MEDIA, INC., Los Angeles County	OASYS MOBILE, INC., North Carolina; THUMBPLAY, INC., New York State; AT&T MOBILITY, LLC, Georgia; VERIZON COMMUNICATIONS, INC., New York State

(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 County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date June 19, 2009

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

Key to Statistical codes relating to Social Security Cases:

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

Civil Cover Sheet
USDC, Central District of California
Mantra Films, Inc., et al. v. Oasys Mobile, Inc., et al.

ATTACHMENT "A"

1(a) Plaintiffs:

MANTRA FILMS, INC., an Oklahoma corporation, and GGW
MARKETING, LLC, a Delaware corporation,

1(a) Defendants:

OASYS MOBILE, INC. d/b/a <girls-gone-mobile.com>, a North Carolina
corporation; MANDALAY MEDIA, INC., a Delaware corporation;
TWISTBOX ENTERTAINMENT, INC., a Delaware corporation; WAAT
MEDIA, INC. d/b/a THE WAAT MEDIA CORPORATION and WAAT
MEDIA WIRELESS ENTERTAINMENT, an unknown business entity;
THUMBPLAY, INC., a Delaware corporation; AT&T MOBILITY, LLC, a
Delaware corporation; VERIZON COMMUNICATIONS, INC., a Delaware
corporation; and DOES 1-10,

1(b) Attorneys:

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GGW MARKETING, LLC