

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Ronald D. Coleman (RC 3875)
GOETZ FITZPATRICK LLP
One Penn Plaza – Suite 4400
New York, NY 10119
212-695-8100
rcoleman@goetzfitz.com
*Attorneys for Plaintiff
Ochre, LLC*

<p>OCHRE LLC, a New York Limited Liability Company,</p> <p style="text-align: center;"><i>Plaintiff,</i></p> <p style="text-align: center;">- vs. -</p> <p>ROCKWELL ARCHITECTURE, PLANNING AND DESIGN, P.C., <i>a New York Professional Corporation</i>; PROJECT DYNAMICS, INC., <i>a Delaware Corporation</i>; BRAD H. FRIEDMUTTER–CA, INC., <i>a California Corporation Doing Business as FRIEDMUTTER GROUP</i>, NEVADA PROPERTY 1 LLC, <i>a Nevada Limited Liability Corporation and wholly-owned subsidiary of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York Corporation,</i></p> <p style="text-align: center;"><i>Defendants.</i></p>	<p style="text-align: center;">CIVIL ACTION NO. 1:12-cv-02837-KBF</p> <p style="text-align: center;">SECOND AMENDED COMPLAINT AND JURY DEMAND</p>
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Plaintiff Ochre, LLC (“Ochre”), by its undersigned attorneys Goetz Fitzpatrick, LLP, for its Complaint against the defendants Rockwell Architecture, Planning and Design, P.C., Project Dynamics, Inc., Brad H. Friedmutter–CA, inc., Nevada Property 1

LLC, and Deutsche Bank Trust Company Americas, a New York Corporation, alleges and says as follows:

THE PARTIES

1. Plaintiff Ochre is a limited liability company of the State of New York with its primary place of business at 462 Broome Street (“Ochre”)

2. Defendant Rockwell Architecture, Planning and Design, P.C., is a New York Professional Corporation with its primary place of business at 5 Union Square West, New York, New York (“Rockwell”).

3. Defendant Project Dynamics, Inc., is a Delaware Corporation which does business at 5275 Arville St # 100 Las Vegas, Nevada (“Project Dynamics”).

4. Defendant Brad H. Friedmutter–CA, Inc., is a California Corporation doing business as “Friedmutter Group” primarily at 4022 Dean Martin Drive, Las Vegas, Nevada (“Friedmutter”).

5. Defendant Nevada Property 1 LLC is a Nevada Limited Liability Corporation with its primary place of business at 3708 Las Vegas Boulevard South, Las Vegas, Nevada (“NP1”).

6. Defendant NP1 is a wholly-owned subsidiary of Deutsche Bank New York Branch, which in turn is a wholly-owned subsidiary of defendants Deutsche Bank Trust Company Americas, a trust company that is incorporated in the State of New York which does business at 60 Wall Street, New York, New York (“Deutsche Bank”).

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over plaintiff's claims for copyright infringement pursuant to 17 U.S.C. § 501 *et seq.* and 28 U.S.C. §§ 1331 and 1338.

8. This Court has supplementary jurisdiction over the state law claims in this Complaint pursuant to 28 U.S.C. § 1367(a) because they derive from a common nucleus of operative fact as and thereby form part of the same case or controversy as the federal claims.

9. This Court has personal jurisdiction over defendants pursuant to Rule 4 of the Federal Rules of Civil Procedure because, upon information and belief, defendants all of them have conducted and continue to conduct substantial business in the State of New York.

10. Venue in this District is proper under 28 U.S.C. §§ 1391 and 1400 because a substantial part of the events giving rise to the claims asserted herein, and the damages suffered thereby, arise and are located in this District and because certain defendants, upon information and belief, are and at all relevant times were doing business in this District.

11. Plaintiffs have caused notice of this action for copyright infringement of a work for which registration has been refused, and have delivered a copy of the First Amended Complaint herein, to be transmitted to General Counsel of the Copyright Office and have otherwise complied with the requirements of 17 U.S.C. § 411(a) and 37 C.F.R. §205.13.

FACTS

12. Ochre is a specialized furniture, lighting and accessory design company with a retail store, showroom and headquarters in New York City.

13. Ochre sells its products both directly to individuals and in partnership with leading interior designers and architects to create warm, luxurious and elegant interiors for their residential and commercial clients. Ochre's design individuality is expressed through the use of complementary materials to make each piece truly unique and timeless.

14. All Ochre's products are produced by individual craftsmen in the United States and can be made to customized specifications to meet individual needs. The hallmark of Ochre products is the embodiment of contemporary, chic and understated glamour.

15. Ochre is internationally renowned for its "Arctic Pear" line of chandeliers and lighting fixtures. The name Arctic Pear refers to one of the prominent elements of the line: numerous exquisite glass pear-shaped light "drops" arranged in various forms, such as circular hanging fixtures, table lamps or wall sconces. These unique drops give a visual impression, when illuminated all at once from their respective individual lighting elements as well as by the reflected light of the other drops and other ambient light sources, of being naturally formed, glowing incandescent "pears" of pristine Arctic ice.

16. One popular version of the Arctic Pear light is the "Round 45" chandelier, consisting of two rows of drops suspended from two concentric halo-shaped frames of which the larger is 45 centimeters in diameter, the inner rows being suspended lower to

give a tapering effect. A photograph of the Round 45, as displayed in a design setting on the Ochre website, is set forth below as Figure A.



Figure A – Ochre's Arctic Pear "Round 45" Chandelier

17. Another popular version of the Arctic Pear light is the “Round 60” chandelier, consisting of three rows of drops suspended from two concentric halo-shaped frames of which the larger is 60 centimeters in diameter, each successive row from the exterior inward being suspended lower than the previous one to give a tapering effect.. A photograph of the Round 60, as displayed in a design setting on the Ochre website, is set forth below as Figure B.



Figure B – Ochre's Arctic Pear Round 60 Chandelier

18. Along with other Ochre creations, Arctic Pear fixtures by Ochre have been and continue to be exhibited at leading design and architectural exhibitions and displays in the U.S. and Europe.

19. Ochre's Arctic Pear fixtures have been prominently featured in high-end popular interior design and fashion periodicals, whose readership consists of high-income, sophisticated consumers of interior design services and luxury travel such as *Elle Decor*, *House and Garden*, *WA's Best Homes*, the *Telegraph Magazine* of London and the Russian-language edition of the interior decorating magazine *Ideas*.

20. In a spring 2011 story in *Elle Décor*, for example, an Arctic Pear chandelier figured prominently in the first photograph of a “celebrity homes” feature about the interior decoration in the restored West Village brownstone of movie and television star Keri Russell. A true copy of a screen shot depicting the Internet version of the article and the reference to the Ochre Arctic Pear fixture is set forth at right as Figure C.

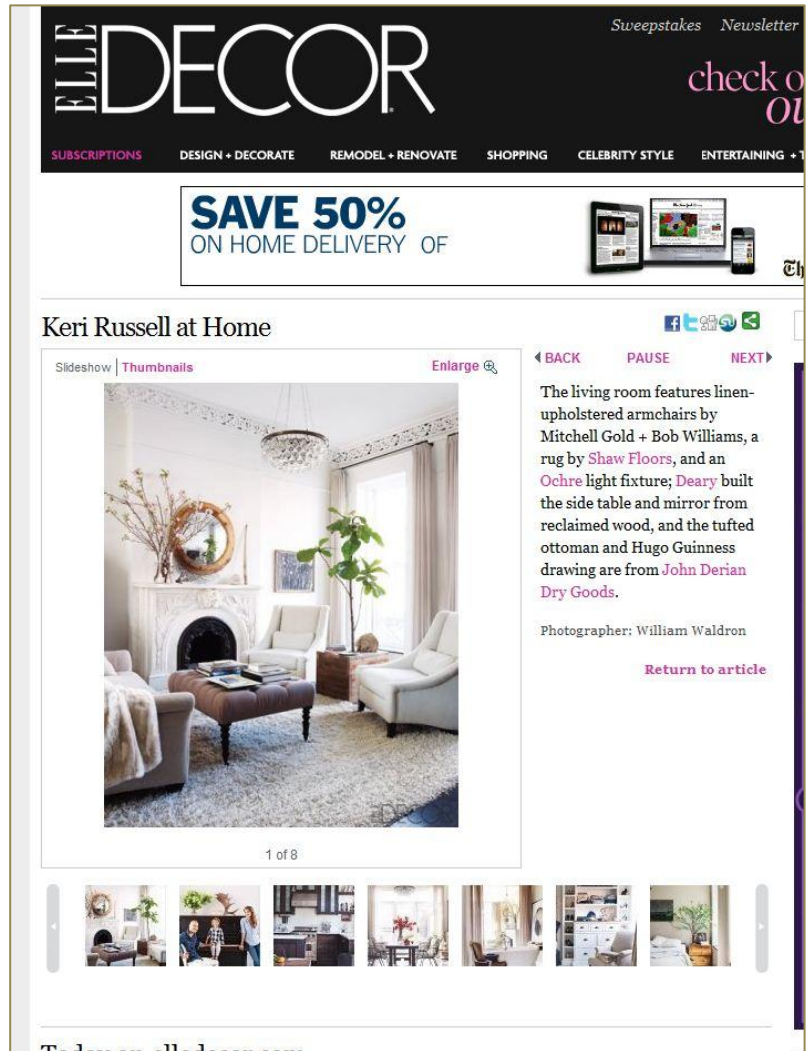


Figure C - Design feature story incorporating and crediting Ochre fixture

21. The Arctic Pear’s popularity and perceived desirability extends beyond the design and luxury worlds and the “jet set,” being the subject of numerous blog posts and commentaries by professionals and amateurs alike interested in interior design.

22. For example, the website Houzz.com, a leading destination site for home design enthusiasts that features over 250,000 high quality interior and exterior photos, thousands of articles written by design experts, product recommendations and social tools to manage the remodeling and decorating process, includes 398 professional-quality interior design photographs of installations featuring the Ochre Arctic Pear, each of

which has been “added” to hundreds or thousands of online “Ideabooks” by which users indicate their interest in the designs and furnishings shown.

23. The Cosmopolitan Hotel is a luxury resort casino and hotel in Las Vegas consisting of two high-rise towers (the “Cosmopolitan”).

24. The Cosmopolitan is owned by defendants NP1 and Deutsche Bank.

25. Construction on the Cosmopolitan began in October 2005 and took over five years at the cost of over \$3.9 billion.

26. The Cosmopolitan's design team was led by defendant Friedmutter as executive architect.

27. Interior design at the Cosmopolitan was handled by Friedmutter which worked with various specialty design firms, including defendant Rockwell.

28. In May of 2009, Ochre was contacted by Rockwell to discuss lighting options for the “Cosmo Room Project.”

29. After a visit by Rockwell to Ochre’s showroom, followed by several weeks of discussions and emails between Ochre and Rockwell, Rockwell’s designers decided that they wanted a customized version of Ochre’s Arctic Pear chandeliers for the use in a standardized, designer hotel guest room in the Cosmopolitan then referred to as the Cosmo Room.

30. In response to Rockwell’s request, Ochre submitted a unique, original and proprietary custom version of its Arctic Pear chandeliers, fundamentally based on the Round 60 and Round 45 chandeliers and customized to Rockwell’s specifications for use in the Cosmopolitan, for consideration by defendants.

31. The adaptation by Ochre was approved by defendants, and in June of 2009, Ochre was told to formalize its proposal by responding to a written Request for Quotation dated June 8, 2009 for the model rooms from defendant Project Dynamics (the “Model RFQ,” a true copy of which is attached hereto as Exhibit A.

32. The Model RFQ stated that Project Dynamics was acting as agent for defendant NP1 and, in fact, Project Dynamics was the subcontractor responsible for procurement of, among other things, custom-designed chandeliers for the Cosmopolitan project.

33. The bulk of the Model RFQ consisted of specifications prepared by, and bearing the name of, defendant Rockwell.

34. Among the specifications included in the Model RFQ was one designated MOD-LGT-8006, describing an “Extended Arm Fixture” which referred specifically and repeatedly to Ochre as manufacturer and utilized graphic depictions and drawings of Ochre Arctic Pear fixtures.

35. Defendant Rockwell’s MOD-LGT-8006 even incorporated certain specifications by indicating reference to the “Original Ochre ‘Arctic Pear Table Lamp.’”

36. Shortly thereafter, Ochre transmitted a quote for the model rooms discussed, and by the end of June Ochre was formally awarded the project to prepare custom-designed Arctic Pear chandeliers for the model rooms, invoiced the project and began preliminary design work.

37. Among the things required of Ochre by defendants was the provision of detailed shop drawings with respect to the customized Arctic Pear models discussed.

38. A shop drawing is a drawing or set of drawings produced by a contractor, supplier, manufacturer, subcontractor, or fabricator. Shop drawings are typically utilized in connection with pre-fabricated components such as lighting and other custom electrical fixtures.

39. Shop drawings are not produced by architects and engineers under their contract with the owner. Rather, the shop drawing is the manufacturer's or the contractor's drawn version of information shown in the construction documents.

40. A shop drawing normally shows more detail than the construction documents. It is prepared as a detailed aid to the manufacturer's production crew or contractor's installation crews in the fabrication and installation of the components.

41. For these reasons, shop drawings provide specifications that allow a project's architect and engineer to compare to their specifications and drawings, and detail the appearance, performance, and prescriptive descriptions in the specifications and construction drawings.

42. Additionally, shop drawings include dimensions, manufacturing conventions, and special fabrication and installation instructions.

43. The Arctic Pear fixtures designed by Ochre and customized to defendants' specifications are unique, original and proprietary to Ochre.

44. Because Ochre has special expertise with respect to the sort of custom-designed chandeliers whose design concept was approved for the Cosmo Room, and particularly the renowned Ochre Arctic Pear design sought by defendants, Ochre provided detailed, proprietary shop drawings to defendants.

45. This proprietary information, which was transmitted by Ochre directly to defendant Project Dynamics, was in turn transmitted to and used by defendants Rockwell and Friedmutter and, upon information and belief, defendants named herein as well.

46. Ochre provided these drawings and the related information on the express understanding and in reliance on representation by the defendants that Ochre was transmitting its design and these specifications in the furtherance and on condition of Ochre's selection as the designer, fabricator and provider of the custom-designed chandeliers to be utilized in the Cosmo Room.

47. After reviewing Ochre's shop drawings and samples of the proposed finish and glass to be utilized in the fixtures, on July 20, 2009 defendant Project Dynamics emailed to Ochre its approvals of the Ochre shop drawings.

48. On August 6, 2009, Ochre shipped the model room fixtures to the hotel.

49. The Ochre Arctic Pear samples and specifications were a success, and on October 5, 2009, Project Dynamics emailed bid package forms to Ochre in connection with its engagement as designer, fabricator and provider of customized Arctic Pear chandeliers for the Cosmo Room.

50. Late in the bidding period, defendants asked Ochre for detailed production and delivery scheduling and information and confidential financial information to ensure its financial wherewithal to complete the project.

51. Ochre provided all the requested information.

52. In light of Ochre's increasing and substantial investment in the design and specification of the fixtures as well as its provision of detailed and proprietary shop drawings for the Arctic Pear chandelier, Ochre sent an email to defendants'

representative stating as follows: “Ochre is comfortable moving forward with shop drawings, samples & prototypes upon receipt of the purchase order, prior to receipt of funds. We will do this in good faith that the deposit will be received in a timely manner.”

53. In response, defendants represented to Ochre that the bidding mechanism was essentially a formality required by the project’s senior financing sources, and that Ochre was by far the likeliest candidate and most favored to win the bid to fabricate and provide the chandeliers Ochre for the Cosmopolitan.

54. In reliance on these representations and this conduct, and in light of the above alleged circumstances, Ochre yielded to defendants’ entreaties for more and more detailed specification and design information, without waiting for the anticipated purchase order.

55. Ochre would not have created, refined and transmitted its proprietary designs, nor shared its proprietary, specialized shop drawings and specifications, for its Arctic Pear chandeliers if it had not relied on defendants’ representations that they sought to award the ultimate contract for Arctic Pear chandeliers to Ochre.

56. Moreover, Ochre’s expectation was that if ultimately the contract for room chandeliers were awarded to a different company, the chandeliers provided would have comparable physical dimensions and properties to the Arctic Pear, but utilizing a different design, and certainly not one that infringes on Ochre’s design.

57. In the period prior to the finalization of the bids, Ochre was pushed by defendants to lower its proposed bid price as much as possible.

58. This price pressure further reinforced Ochre's impression that defendants were committed to the Arctic Pear design and that consequently Ochre's selection as the winning bidder to outfit the hotel's real rooms was virtually assured.

59. This expectation was premised on the understanding that, if it were the case that all the vendors were merely bidding on pricing for the provision of the same design, i.e., the Arctic Pear chandelier, defendants would not have any reason to seek better pricing from Ochre but would merely have selected the vendor whose price was lowest.

60. In contradistinction, if Ochre had been aware that defendants' intention was to select a vendor to manufacture Arctic Pear chandeliers, or more precisely – in the event that another vendor were chosen – unauthorized and unlicensed copies of Ochre's Arctic Pear design, Ochre would certainly not have participated in the bidding process.

61. Moreover, if Ochre had not been misled by defendants' statements and conduct in light of all the circumstances, Ochre would have objected vociferously regarding, and likely taken legal action to prevent, defendants' abuse of its trust in providing models and technical specifications and the proposed infringement of its rights.

62. In reliance, however, on defendants' representations and conduct in light of the circumstances, Ochre participated in and fulfilled all the requirements of the bidding process, offering an initial price quote – following its acquiescence to defendants' persistent requests that it submit its lowest possible bid – in the amount of \$1,056,000.00, exclusive of shipping, handling, and installation fees.

63. This amount represented a significant discount of Ochre's otherwise standard pricing.

64. What was not fully known to Ochre, however, was that the construction and development of the Cosmopolitan had been plagued with controversy and financial problems almost from the beginning.

65. For example, in January 2008, it was reported that the project faced foreclosure because the original developer defaulted on a \$760 million construction loan from Deutsche Bank when the developer missed a payment after failing to secure refinancing for the project.

66. Indeed, in March of 2008, the developer announced that Deutsche Bank would begin foreclosure proceedings.

67. Ultimately Deutsche Bank bought the hotel for \$1 billion during the summer and hired new developers to make strategic changes in the project, manage the development process and assist in leasing the retail and restaurant collection. Deutsche Bank personnel eventually became directly involved in negotiations and communications with Ochre with respect to the chandelier project.

68. The Cosmopolitan's problems continued, however and in June 2009, 400 purchasers of condominium apartments in the projected hotel filed a lawsuit against the developers, claiming breach of contract and seeking refunds for their deposits. The suit claimed that the projected finish date of June 2010 was unrealistic and expressed fear that the developers might turn some or all of areas designated as condominiums into hotel rooms only even merely finish the building as a shell and not do any interior work.

69. This took place on the heels of newspaper reports earlier in 2009 that the project was to be acquired by one of a number of possible national chains, none of which ended up purchasing the project.

70. Thus the management of the Cosmopolitan project was rife with financial pressure, and while developers by all indications sought to acquire and vest the Cosmopolitan with the trappings of high-end glamour and beauty associated with Las Vegas hotel-casinos and necessary for their success, they were under increasing pressure to do so on the cheap.

71. On or about September 30, 2009, defendant Friedmutter issued a Specification for a “Pendant Fixture” for the “Park West Rooms” in the Cosmopolitan Hotel, designated LTG-8507 (the “Friedmutter ‘07 Specification”). A true copy of the Friedmutter ‘07 Specification is attached hereto as Exhibit B.

72. In the field marked, “Model No.,” the Friedmutter ‘07 Specification stated, “Specification is based upon Rockwell Group Spec # LGT-8006,” the above-referenced specification included in the Model RFQ.

73. In the field marked, “Description,” the Friedmutter ‘07 Specification stated, “Custom pendant light fixture with clear solid glass ‘droplets’ (refer to attached drawing for style).”

74. The Friedmutter ‘07 Specification also included a photograph of an Arctic Pear fixture copied from the Ochre website, without Ochre’s permission, with the legend, “Pendant image for inspiration / ‘look of’ only / refer to attached drawings for overall design intent.”

75. The “attached drawing” referred to in the Friedmutter ‘07 Specification consisted of material copied from the Model RFQ which depicted and incorporating the specifications for Ochre’s Arctic Pear fixture provided by Ochre.

76. Notwithstanding the foregoing, the Friedmutter '07 Specification also stated, "The custom item described herein is the proprietary design of Nevada Properties 1 dba the Cosmopolitan Resort and Casino. All rights reserved."

77. This statement in the Friedmutter '07 Specification was false, because the item described therein was the proprietary design of Ochre.

78. A second Friedmutter specification of that same date, designated LTG-9201 (the "Friedmutter '01 Specification") followed the identical pattern, including reproduction of a photograph of an Arctic Pear chandelier taken without permission from Ochre's website, except that the Friedmutter '01 Specification incorporated Rockwell specification # LGT-8033, a later specification also based entirely on the Arctic Pear and developed in close concert with Ochre.

79. The Friedmutter '01 Specification also made the false statement, "The custom item described herein is the proprietary design of Nevada Properties 1 dba the Cosmopolitan Resort and Casino. All rights reserved."

80. Nonetheless, having made a major investment in the preparation of its bid, including extensive efforts in obtaining manufacturing, production, shipment, materials and technical information, much of it at defendants' specific request, and still having to go through the bidding process, Ochre was not in a position to protest the false statements of ownership on the Friedmutter specifications described above.

81. In fact, through September and October of 2009, defendants continued to request additional technical and production information from Ochre related to the Arctic Pear fixtures, which Ochre provided.

82. In October, Ochre submitted its quotation to manufacture the Cosmopolitan fixtures via an “eAuction,” an automated bidding process coordinated and managed by Deutsche Bank.

83. Ultimately, despite publishing what amounted to a requests for quotes to manufacture Arctic Pear fixtures based on Ochre’s drawings, photographs and proprietary specifications, to the dismay of Ochre, defendants did not award Ochre the contract to provide and install Ochre’s custom versions of its Arctic Pear chandeliers for the Cosmopolitan.

84. Ochre was even more dismayed when it came to learn that while defendants did not purchase Ochre’s Arctic Pear chandeliers, defendants had, without informing Ochre and without Ochre’s authorization, utilized Ochre’s design, specifications and shop drawings to procure unlicensed copies or “knockoffs” of the Arctic Pear Chandeliers from a cheap overseas supplier.

85. Upon information, defendants chose this approach because it allowed them to take advantage of Ochre’s original, well-known and prestigious Arctic Pear chandelier design plus the detailed know-how, specifications and shop drawings Ochre transmitted to defendants in anticipation of a contract, obtaining copies of the chandeliers at a greatly reduced cost by cutting Ochre out of the transaction.

86. Upon information and belief, the ultimate manufacturers of the replica Arctic Pear chandeliers used in the Cosmopolitan Hotel would not have had the technical and artistic know-how to fabricate sufficiently high-quality copies of the fixtures if Ochre had not, albeit in reliance on defendants’ representations, provided defendants with the wealth of knowledge, experience, drawings and know-how as alleged herein.

87. The slavish copies of Ochre's proprietary Arctic Pear chandelier designs commissioned by defendants were subsequently, and without Ochre's permission or notice, installed at and displayed not only in hundreds or perhaps thousands of rooms, including the rooms now known as the Terrace Suite or Terrace Studio or rooms known by other names in the Cosmopolitan Hotel, but upon information and belief at other hotels and facilities for which defendants or some of them have design responsibility.

88. While Ochre was paid for the fabrication and installation of its Arctic Pear chandelier designs at the model Cosmo Room, it has neither given permission or been compensated for the use of its design, specifications or shop drawings in connection with those designs at any facility.

89. Upon information and belief, defendants have not only continued to use and wrongfully benefit from Ochre's designs and provision of proprietary information, but have actually held out the chandeliers utilized at the Cosmopolitan as authentic Ochre creations in communications to the public, in response to inquiries and otherwise.

FIRST CAUSE OF ACTION

Copyright Infringement – Direct and Secondary

90. Ochre incorporates all the foregoing paragraphs by reference and realleges the same as if originally set forth herein.

91. The Arctic Pear lighting fixture designs by Ochre as set forth above, and the customized versions of the same prepared by Ochre as described herein, constitute original works of authorship fixed in a tangible medium of expression within the meaning of the Copyright Action of 1976, 17 U.S.C. Section 101 *et seq.*, as amended, or derivative

works thereof. Therefore they constitute copyrightable subject matter under the laws of the United States and registrations should be issued for their respective applications.

92. The copyrightable and registrable original works of authorship include the design and selection of various artistic and aesthetic elements to create the fanciful and original works of art. The copyrightable subject matter in these original works is unrelated to, and physically or conceptually separable from, the utilitarian and functional aspects of the works.

93. Ochre is, and at all times relevant to this Complaint has been, the sole proprietor of all rights, title, and interest in and to the copyrights in Ochre's proprietary chandelier designs, including the sole right to make derivative works thereof.

94. Ochre filed for registration of the Arctic Pear "Round 45" and "Round 60" chandelier designs and drawings with the U.S. Copyright Office, meeting all the formal requirements for making such a submission. A copy of the record of that application generated by the U.S. Copyright Office's online system along with the photographs included with that application is attached hereto as Exhibit C.

95. By letter dated May 14, 2012, the U.S. Copyright Office advised Ochre of its refusal to register these works on the ground that they are "useful articles" not containing any separable authorship needed to sustain a claim to copyright. A copy of this letter is attached hereto as Exhibit D.

96. Ochre disputes the validity of the determination by the U.S. Copyright Office.

97. Defendants have knowingly and willfully copied Ochre's proprietary chandelier designs, drawings or derivate works thereof, or caused them to be copied, induced third persons to copy them or otherwise contributed to their copying.

98. Defendants respectively have displayed, caused to be displayed or contributed to the display of Ochre's proprietary Arctic Pear chandelier designs or derivative works thereof in the Cosmopolitan Hotel and, upon information and belief, in other facilities.

99. Moreover, defendant NP1 continues to display its infringing copies or derivative works of Ochre's proprietary chandelier designs in the Cosmopolitan Hotel and on website depictions of its exquisitely furnished "designer" Terrace Suite or Terrace Studio rooms on the hotel's promotional website. An example of such a depiction, in which the infringing fixture is seen suspended from the ceiling at center, is set forth as Figures D and E below.

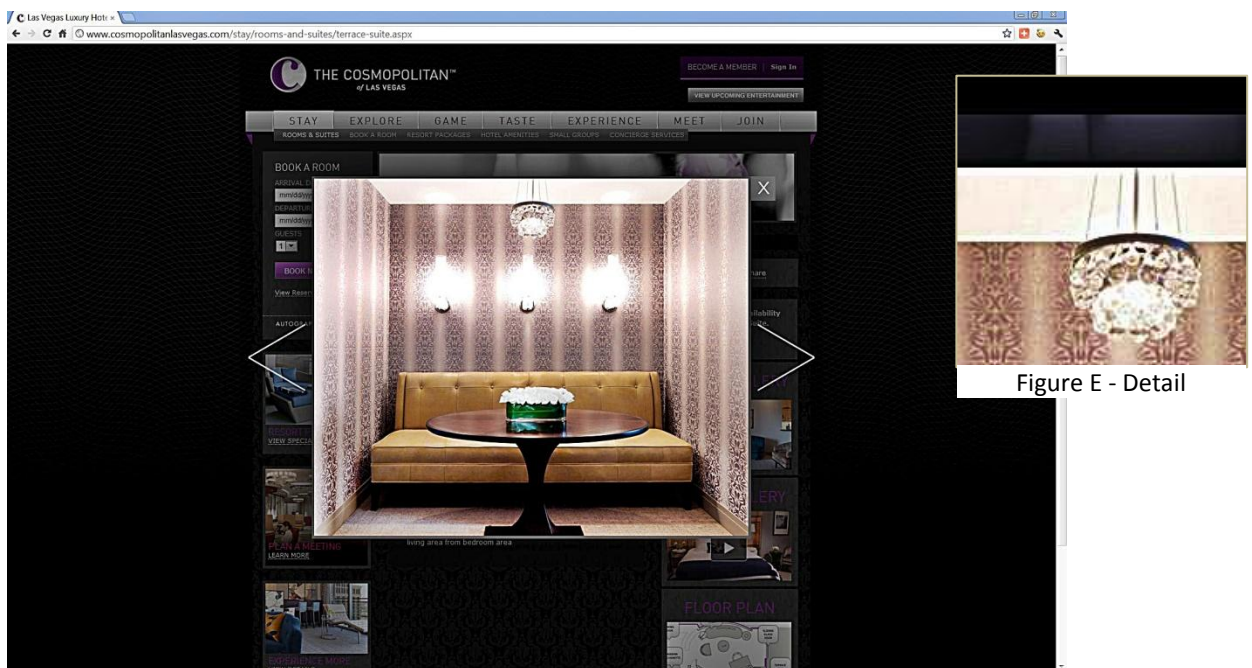


Figure D - Cosmopolitan Hotel room with Infringing Fixture

100. Upon information and belief one or more of the defendants is likely to contribute, or at the present time is in fact contributing, to the manufacture, sale and display of infringing copies or derivative works of Ochre's proprietary Arctic Pear chandelier designs.

101. The foregoing actions amount to infringement, vicarious infringement or contributory infringement by the respective defendants of Ochre's copyrights, including reproduction, preparation of derivative works and distribution of the work.

102. As set forth herein, the respective defendants had knowledge of the direct infringement of Ochre's copyrights by one or more of the other defendants, and induced, caused, or materially contributed to that direct infringement.

103. As set forth herein, certain of the respective defendants had the right and ability to supervise the infringing activity by one or more of the other defendants, as well as a direct financial interest in such activities.

104. The actions of some of the defendants or all of them were, are and unless restrained by this Court will be willful.

105. As a direct and proximate result of defendants' acts of infringement, Ochre has suffered, and will continue to suffer, financial damage and irreparable injury.

106. Ochre is entitled to recover from defendants the amount of its actual damages incurred as a result of the infringement, in such amount as is shown by appropriate evidence upon the trial of this case, pursuant to 17 U.S.C. § 504.

107. Ochre has no adequate remedy at law for defendants' wrongful conduct because, among other things, defendants' infringement harms Ochre such that Ochre

could not be made whole by any monetary award, and defendants' wrongful conduct, and the resulting damage to Ochre, is continuing.

108. For these reasons, Ochre is also entitled to injunctive relief pursuant to 17 U.S.C. § 502 and to an order impounding any and all infringing materials pursuant to 17 U.S.C. § 503.

SECOND CAUSE OF ACTION

Fraudulent Inducement

109. Ochre hereby incorporates by reference the allegations set forth above.

110. As set forth herein, defendants by their statements, conduct or failure to speak misrepresented their present intention regarding Ochre's being awarded the contract to design, fabricate and install Ochre's propriety Arctic Pear chandelier designs at the Cosmopolitan Hotel.

111. Defendants' misrepresentations were material to Ochre's decisions with respect to providing its creative designs, services and proprietary information to them.

112. Defendants' misrepresentations were known by them to be false or were made recklessly.

113. Defendants made the aforesaid statements with the intention of deceiving and inducing Ochre's reliance on them.

114. Ochre did actually and justifiably rely on defendants' misrepresentations by agreeing to the terms set forth in the forms provided by defendants as part of the bidding process.

115. Ochre has no adequate remedy at law.

THIRD CAUSE OF ACTION

Quantum Meruit

116. Ochre hereby incorporates by reference the allegations set forth above.

117. The communications, conduct and writings among the parties or their agents or representatives relevant to the facts communicated herein constituted the equitable equivalent of enforceable contract.

118. Ochre performed all its obligations under the implied agreement among the parties or their agents or representatives.

119. Defendants acquiesced in Ochre's provision of the creative designs, services and proprietary information to them.

120. Defendants were aware that Ochre expected to be compensated.

121. Ochre was not compensated.

122. Defendants were and continue to be unjustly enriched as a result of all the foregoing.

123. Ochre has no adequate remedy at law.

124. Ochre has been damaged defendants' actions, including but not limited to its damages per the contract price in its bid or, alternatively, in *quantum meruit*, in an amount to be determined at trial.

FOURTH CAUSE OF ACTION

Promissory Estoppel

125. Ochre hereby incorporates by reference the allegations set forth above.

126. Defendants' statements and conduct left Ochre with the reasonable belief that its provision of its proprietary design, know-how and technical assets to defendants

was preliminary to the award by defendant to Ochre of the contract to fabricate and install its propriety Arctic Pear chandelier designs at the Cosmopolitan Hotel.

127. Defendants reasonably expected that Ochre would rely on the representations and conduct alleged herein.

128. Ochre did rely on defendants' representations and conduct, and undertook all the foregoing actions in explicit reliance on them.

129. Ochre would not have done such actions but for its reasonable reliance on defendants' misrepresentations and conduct.

130. Ochre's reliance was reasonable under the circumstances.

131. Defendants, despite their representations, did not abide by the commitments expressed in and otherwise reasonably inferred from their representations.

132. Ochre has been damaged by reason of its reasonable reliance on defendants' representations and subsequent failure to honor them, in an amount to be determined at trial.

133. Ochre has no adequate remedy at law.

FIFTH CAUSE OF ACTION

Unjust Enrichment

134. Ochre hereby incorporates by reference the allegations set forth above.

135. As set forth herein, Ochre has conferred a benefit or benefits upon the defendants.

136. Defendants have been benefited and been enriched thereby.

137. Defendants have accepted and retained said benefits despite not having paid for them.

138. It is inequitable for defendants to retain said benefit without paying Ochre for it.

139. Ochre has no adequate remedy at law.

SIXTH CAUSE OF ACTION
Misappropriation and Unfair Competition

140. Ochre hereby incorporates by reference the allegations set forth above.

141. As set forth herein, defendants' actions constitute bad faith misappropriation of a commercial advantage belonging to Ochre by the exploitation of proprietary information or trade secrets.

142. Moreover, defendants wrongfully appropriated the skill, expenditures and labor of Ochre to gain a commercial advantage.

143. As a direct and proximate result of defendants' acts of misappropriation and unfair competition, Ochre has suffered, and will continue to suffer, damage in an amount to be determined at trial.

144. Additionally, Ochre has no adequate remedy at law for defendants' wrongful conduct because, among other things, defendants' infringement harms Ochre such that Ochre could not be made whole by any monetary award, and defendants' wrongful conduct, and the resulting damage to Ochre, is continuing.

WHEREFORE, Ochre prays for an order of the Court:

1. Granting rescission of all terms in any writing between Ochre and any party barring or limiting any of the claims herein;

2. Granting a permanent injunction restraining defendant, and all individuals acting in concert or participation with it, from copying, modifying, distributing or making any other infringing use of Ochre's proprietary Arctic Pear chandelier designs or any unauthorized copy or derivative work thereof;
3. Ordering defendants to pay plaintiffs' actual and consequential damages incurred, in an amount to be determined at trial;
4. Ordering defendants to disgorge to plaintiff all profits derived by their unlawful acts;
5. Order defendants to pay plaintiff's litigation expenses, including reasonable attorney's fees and costs of this action;
6. Awarding pre- and post-judgment interest to plaintiff as provided by law; and
7. Granting plaintiff any such further relief as the Court may deem just and proper.



Ronald D. Coleman (RC-3875)

GOETZ FITZPATRICK LLP
One Penn Plaza – Suite 4400
New York, NY 10119
212-695-8100
rcoleman@goetzfitz.com
Attorneys for Plaintiff
Ochre, LLC

Dated: June 27, 2012

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), plaintiff demands a trial by jury on all issues so triable.



Ronald D. Coleman (RC-3875)

GOETZ FITZPATRICK LLP
One Penn Plaza – Suite 4400
New York, NY 10119
212-695-8100
rcoleman@goetzfitz.com
Attorneys for Plaintiff
Ochre, LLC

Dated: June 27, 2012



PROJECT
DYNAMICS

EXHIBIT A

Project Dynamics Inc. (PDLV)

Agent for

"Nevada Property 1, LLC"

5275 S. Arville, Suite 100

Las Vegas, NV 89118

(702) 365-0400 PHONE

(702) 365-0455 FAX

REQUEST FOR QUOTATION

Confirmation of Pricing

READ QUOTE(S) CAREFULLY

Please return written quote by 12:00 noon on 6/12/09. NO EXCEPTIONS.

*****QUOTES NOT RECEIVED BY THE DEADLINE WILL NOT BE CONSIDERED*****

From: Project Dynamics Inc. - Las Vegas
Sent by: Debra Ackermann
Date: June 8, 2009
E-Mail: dackermann@projectdynamics.com

To: Ochre
Attn: Tricia Montanile
Fax: 212-219-1161
Phone: 212-414-4332

of pages: 16 (including Cover Page)
Project: The Cosmopolitan
Owner: Nevada Property 1, LLC
Designer: Rockwell Group, New York, NY

***IMPORTANT: ISSUE QUOTES TO NEVADA PROPERTY 1, LLC - c/o PROJECT DYNAMICS, INC. - LAS VEGAS**

Please carefully review the attached specification(s) for the above referenced project and submit your formal written quotation via facsimile, FEDEX or electronically by the date noted. Unless otherwise advised, **QUOTE EXACTLY AS SPECIFIED** and note the date of the specification(s) on your quotation. Note attached Designer General Conditions and Owner's Terms and Conditions. Please provide the following pertinent information with your proposal.

- **Quotes, which do not specify current credit terms, will be considered Net 45.**
- FINAL NET contract price - valid for 90 days. Quantities are approximate. Exact quantities will be called out on the Purchase Order issued to the successful bidder.
- Lead time(s) for samples and/or strike offs (provide status of approvals as of this date).
- Production lead time(s) from designer approval(s).
- Identify quote items with designer control numbers.
- Supply COM yardage requirements (if required) based upon SPECIFIED fabric and repeat.
- ALL quotes are to be F.O.B. 'U.S.' or provide a separate freight quote/estimate with your submittal.
- Flammability classifications must comply with all appropriate Federal, State, and local codes.
- Upholstery products must meet or exceed the requirements of California TB #117 / NFPA 260.
- All merchandise must be properly cartoned for shipments or blanket wrapped where appropriate.
- All lighting must be UL approved and appropriately labeled.
- Provide warranty period. All furniture must be contract quality and be guaranteed for a minimum of one (1) year from date of delivery to jobsite against manufacturers defects in material and workmanship.
- Seller shall maintain and provide Buyer with proof that it maintains primary and non-contributing product liability insurance with minimum limits as may be specified by PDLV, designating prior written notice to PDLV in the event of cancellation or material reduction of coverage. Seller shall also maintain worker's compensation insurance in the form and amount required by applicable law covering any employees or agents of Seller performing services hereunder or employed by Seller.
- All quotes must comply with PDLV approved standards and Terms & Conditions. (Attached)

PDLV reserves the right to reject any and all bids and to waive any informality or irregularity in bids received, and award the purchase order to either the same or different suppliers. Please notify PDLV in writing, of any ambiguity, inconsistency or error, which may have been discovered upon examination of the accompanying Specifications and request clarification of same by PDLV or Designer. Should you have any questions, please do not hesitate to call or FAX questions to Project Dynamics Inc. at the address noted above.

Thank you in advance for your prompt response.

TERMS AND CONDITIONS

These Terms and Conditions, by and between Nevada Property 1 LLC ("Buyer") and _____ ("Seller"), which Buyer and Seller are parties to that certain _____ ("Purchase Order") attached hereto, are hereby incorporated into and made a part of the Purchase Order. In case of any conflict between the Purchase Order or any other documents referenced herein and these Terms and Conditions, the terms of these Terms and Conditions shall control.

1. **ACCEPTANCE AND AGREEMENT MODIFICATIONS:** This order becomes a binding contract upon the terms and conditions set forth herein when Seller accepts by executing and returning the attached acknowledgment copy within ten (10) days from date of order or when Seller commences performance, whichever occurs first. This order and any documents referred to herein contain all of the terms and conditions of this transaction. Additional or different terms proposed by Buyer and understanding modifying the terms and conditions are objected to and rejected and shall not be valid unless the same are in writing and signed by Buyer.
2. **CRANES:** Buyer may at any time, by written request in writing, make changes within the general scope of this order in any one or more of the following: (1) Cranes, design, or specifications; (2) method of shipping packages; (3) place of inspection, acceptance or point of delivery or (4) delivery schedule. Should any such change increase or decrease the cost, at the time requested for performance, of the order, an equitable adjustment may be made by Seller in the price, delivery schedule, or both. No claim by Seller for such an adjustment will be valid unless submitted to Buyer within ten (10) days from date of such change notice, and approved by Buyer in writing. Nothing contained herein shall excuse the Seller from proceeding without delay in performing this order as changed.
3. **DELIVERY:** Time is of the essence in this contract and if delivery of items or rendering services is not complete by the time promised, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this Contract by notice effective when received by Seller, as to affected item not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred. Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as waiving the obligations of Seller's severable shipments per C.O.D. Without the Buyer's written consent will not be accepted and will be at Seller's risk.
4. **ADVANCE MANUFACTURE AND SHIPMENTS:** Seller shall not, without the Buyer's written consent, manufacture or procure materials in advance of Seller's normal flow time or deliver in advance of schedule. In the event of termination or change order, no claim will be allowed for any such manufacture or procurement in advance of such normal flow time unless there has been such prior written consent. Buyer may, in its option, either again return materials in advance of the delivery schedule or return to Seller at Seller's expense.
5. **INSPECTION:** All articles are subject to inspection and test at place of manufacture or at Buyer's destination or at both places by Buyer's representatives, and in case of orders to be supplied to or for the use of a government, by the government's representative. Buyer reserves the right to perform test sampling inspections in accordance with applicable regulations.
6. **REJECTIONS:** Buyer reserves the right to reject and receive full credit for any articles which are defective as to material, workmanship, quality, or otherwise, or which are not in conformity with the specifications, drawings, or sample approved by Buyer. Within sixty (60) days after receipt of written notification from Buyer, replace all rejected material, including material damaged because of unsatisfactory packing by Seller. Rejected article shall not be substituted for acceptance without concurrent notice of their prior rejection. Seller will be notified of defective material or material not in accordance with specifications of Buyer and such material will be returned to Seller at Seller's expense.
7. **WARRANTY:** Seller expressly warrants that all supplies furnished hereunder will be fit for the purpose intended, will be free from defects in material and workmanship, will conform to all applicable specifications, drawings, samples and descriptions, and unless of Buyer's design, will be free from design defects, and will be merchantable and safe. Seller agrees to accept or correct defects of any supplies not conforming to the foregoing warranty promptly, without expense to Buyer, in the event of failure of Seller to correct defects in or replace non-conforming supplies. Buyer shall assemble and/or Seller may make such correction or replace such supplies and charges promptly, without expense to Buyer. In the event of failure of Seller to correct defects in or replace non-conforming supplies, Buyer shall assemble and/or Seller may make such correction or replace such supplies and charges promptly, without expense to Buyer. All warranties shall be construed as conditions as well as warranties and shall be in addition to all warranties implied by law. All warranties shall survive acceptance and payment and shall run to Buyer, its successors, assigns, customers, and their users of its products and services, and shall not be determined to be exclusive. This warranty is in addition to any warranties of additional scope given by Seller to Buyer.
8. **PRICE:** Buyer shall pay the lowest prices stated on this purchase order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the prices charged for the items or services covered by this order are the lowest prices paid by the Seller to Purchasing Agents, under conditions similar to those specified in this order and that prices comply with the applicable government regulations in effect at time of quotation, sale, and delivery. Seller agrees that any price reductions made in merchandise covered by this order subsequent to the placement of this order will be applicable to this order.
9. **QUANTITY VARIATION:** Any quantity shipped in excess of the quantities indicated on the Purchase Order will be rejected and returned at Seller's cost, unless authorization to ship same has been given in writing by Buyer.
10. **CONTAINER SERVICES:** Seller agrees to refund to Buyer an amount equal to the price charged for any returned goods, reals, fuel tanks, or other type of containers upon their return by Buyer.
11. **RESURRECTION CANCELLATION:** Buyer may cancel this order in whole or part by written or electronic notice if (1) the Seller shall become insolvent or makes a general assignment for the benefit of creditors, or (2) a petition under the bankruptcy act is filed by or against the Seller. After receipt of notice of any such cancellation, the Seller shall transfer title and deliver to Buyer satisfactorily completed work and such in progress as may be directed by Buyer. If cause of completion is in excess of the contract price, then Seller shall be liable for such excess.
12. **TERMINATION FOR CONVENIENCE OF PURCHASER:** Buyer reserves the right to terminate this order or any part thereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cease its suppliers or subcontractors to cease work. Seller shall be paid a reasonable percentage based on the percentage of the order price reflecting the percentage of work performed hereunder and shall indemnify cause its suppliers or subcontractors to cease work. Seller shall be paid a reasonable percentage based on the percentage of the order price reflecting the percentage of work performed hereunder and shall indemnify cause its suppliers or subcontractors to cease work. Seller shall be paid a reasonable percentage based on the percentage of the order price reflecting the percentage of work performed hereunder and shall indemnify cause its suppliers or subcontractors to cease work. Seller shall be paid a reasonable percentage based on the percentage of the order price reflecting the percentage of work performed hereunder and shall indemnify cause its suppliers or subcontractors to cease work.
13. **TERMINATION FOR CAUSE:** Buyer may terminate this order or any part hereof in the event of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of this order. Loss delivered or substitution of which Seller could reasonably have avoided. In any event, Seller shall be liable for damages caused by the Seller, or if the Seller fails to comply with any of the terms and conditions of this order. Loss delivered or substitution of which Seller could reasonably have avoided. In any event, Seller shall be liable for damages caused by the Seller, or if the Seller fails to comply with any of the terms and conditions of this order. Loss delivered or substitution of which Seller could reasonably have avoided. In any event, Seller shall be liable for damages caused by the Seller, or if the Seller fails to comply with any of the terms and conditions of this order.
14. **FORCE MAJEURE:** Buyer reserves the right in its option to either suspend shipments of materials covered by this order or cancel this order, in whole or part at any time where such suspension or cancellation caused by government order or other requirements, embargoes, acts of civil or military authorities, acts of public enemies, inability to secure transportation facilities, strikes, differences with workers, accidents at plant of Buyer, or by other law, order or regulation or other contingency beyond control of Buyer.
15. **SETOFF:** Buyer shall have the right at any time to set-off any amount owing by Seller to Buyer or any of Buyer's affiliated companies against any amount due and owing to Seller on this order.
16. **AUDIT INSPECTION OF RECORDS:** Seller shall keep adequate records of payable hours of direct labor and all costs of the performance of this order, which shall be subject to audit by Buyer in the event of cancellation or with respect to any order for which the price is based on time and cost of materials.
17. **NOTICE OF LABOR DISPUTES:** Whenever an actual or potential labor dispute is delaying or threatening to delay the timely performance of this order, Seller shall immediately give written notice thereof to Buyer.
18. **COMPLIANCE WITH LAWS:** Seller shall comply with all Federal, state, provincial and local laws and regulations applicable to its performance of its obligations hereunder. Seller's failure to comply with any such laws or regulations shall be a default by Seller, and Buyer may, at Buyer's option, terminate this order for cause pursuant to the provisions hereof.
19. **INDEMNIFICATION:** Seller shall defend, indemnify and hold harmless Buyer and Buyer's Agents, Employees, Officers, Directors, Members, and Customers, against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.
20. **PATENT INDEMNITY BY SELLER:** Seller agrees to defend and hold harmless Buyer and Buyer's Agents, Employees, Officers, Directors, Members, and Customers, from all loss or damage by reason of any and all actions or proceedings claiming infringement of any patent trademark or copyright by reason of sale or use of any merchandise furnished hereunder, except merchandise for which Buyer furnishes complete specifications.
21. **PROPERTY FURNISHED TO SELLER BY BUYER:** Unless otherwise agreed in writing, all specialties, molds, patterns, jigs, fixtures, and other property furnished to Seller by Buyer, or specifically paid for by Buyer for use in the performance of this contract, shall be and remain the property of Buyer, shall be subject to removal upon Buyer's instruction, shall be used only in fulfillment of this contract, shall be held at Seller's risk and shall be kept in good condition and ready for reuse. Copies of policies or certificates of such insurance will be furnished to Buyer on demand. Seller's interest for specialties tools, jigs, fixtures, molds, patterns and the like shown as a separate item on the face of this order will not be paid by Buyer until production quantities or samples are received from Seller and are accepted by Buyer. Seller shall give written notice to the Landlord, if any, that property of Buyer has been placed on the Seller's leased premises and that such property is not subject to the Landlord's Lien.
22. **RIGHT TO NEW INVENTIONS:** If this is an order for experimental, developmental or research work, Seller hereby assigns to Buyer all rights, title and interest in and to any invention conceived or first actually reduced to practice during performance of this order. Seller will promptly furnish Buyer written disclosure of any such invention and cause to be executed and acknowledged any document required to secure patent therefor.
23. **BUYER'S RIGHT TO USE INFORMATION DISCLOSED BY SELLER:** If incidental to the performance of this order, Seller shall disclose to Buyer any information concerning Seller's products, manufacturing methods or processes, then, unless otherwise expressly agreed in writing, Buyer shall have the right to use such information for any purpose. No patent license is implied hereby.
24. **RIGHTS IN DATA:** Buyer retains ownership of all proprietary data disclosed to Seller in connection with this purchase order. Seller shall not disclose proprietary data to others. For the purpose of this paragraph, proprietary data means all design, engineering and technical information (whether patentable or not), and other information concerning Buyer's trade secrets, such other information includes, but is not limited to, secrets of manufacturing contained in Buyer's manufacturing methods or processes, treatment and chemical compositions, plant layout and specifications, drawings, blueprints, nomenclature, samples, models and other information supplied by Buyer under the contract.
25. **CONFIDENTIAL RELATIONSHIP:** Seller agrees to treat as strictly secret and confidential all specifications, drawings, blueprints, nomenclature, samples, models and other information supplied by Buyer under the contract. By this order, or upon the opinion of any employee of Buyer, The Seller shall not disclose any information relating to this order to any person not entitled to receive it.
26. **ASSIGNMENTS AND SUBCONTRACTS:** These Terms and Conditions, this order, and any and all documents referred to herein shall be binding upon and binds to the benefit of Buyer and Seller and their respective successors, assigns, agents, predecessors, parents, affiliates, shareholders, managers, members, employees, heirs, executors, and administrators. Notwithstanding the foregoing, Seller will not assign or transfer this order nor subcontract the performance of and completed or substantially completed work, without the prior written approval of Buyer.
27. **TAXES:** Except as otherwise provided herein and unless prohibited by statute, the Seller agrees to pay any federal, provincial or local sales/use tax, consumption tax or other excise tax which may be imposed upon the article ordered hereunder or by reason of their sale, use or delivery.
28. **WAIVER:** Failure of Buyer to insist upon strict performance of any conditions of this order shall not constitute a waiver of such conditions or a waiver of any default.
29. **INTERPRETATION AND JURISDICTION:** This purchase order shall be construed and interpreted solely in accordance with the laws of the jurisdiction of the Project location. Seller hereby consents and submits to the jurisdiction and appropriate courts in the location of the Project for adjudication of any question of law arising hereunder.
30. **COMPLIANCE COMPLAINT REQUIREMENTS:** Seller acknowledges that, as a result of Buyer or Buyer's affiliates being required to be licensed or qualified as a Federal civilian contractor in various jurisdictions, Buyer is required to conduct appropriate due diligence inquiries concerning any potential transaction in which Buyer engages and that the transaction provided by this Agreement fall within the class of transactions which require that the Buyer conduct such due diligence inquiries regarding Seller. Based on the foregoing, Seller grants that upon Buyer's request, Seller shall make such disclosures as are necessary or desirable for Buyer to conduct such inquiries. If Seller deems appropriate to conduct the requested due diligence, Seller further agrees that, should the result of due diligence inquiry be satisfactory to Buyer, Buyer shall have the right to demand that Seller cure such deficiencies in the due diligence inquiry which Buyer deems unsatisfactory and failing such cure and within five (5) days of demand thereafter, Buyer shall have the right to terminate this Agreement without any liability to Seller. Any cure demanded by Seller must be immediately undertaken by Seller and pursued with dispatch and diligence.
31. **ATTORNEY'S FEES:** In the event of any such action brought by or on behalf of the plaintiff or defendant, the court in such action shall award a reasonable sum as attorney's fees to the party who, in the litigation of the issues litigated and the court's decision on those issues was more successful in the action. The more successful party need not be the party who recovers a judgment in the action. If a party voluntarily dismisses an action, a settlement made as attorney's fee shall be awarded to the other party.
32. **RELEASE FROM SELLER:** Seller hereby acknowledges and agrees that Project Dynamics, Inc. ("Agent") is the agent for Buyer and is not personally liable for any of Buyer's obligations hereunder. In this regard, Seller hereby agrees to fully release and discharge Agent from and relinquish all claims, claims and actions that Seller may have against Agent which arise out of or are in any way connected with this order. This release relates to all rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.
33. **FURTHER ASSURANCES:** Seller will, whenever and as often as Seller may deem it necessary to carry out the intent and purposes of this order or any documents referred to herein, execute, acknowledge, approve, sign, countersign, assign, amend, agree to, and do any and all other acts as may be necessary to carry out the intent and purposes of this order or any documents referred to herein.
34. **SEVERABILITY:** All provisions of these Terms and Conditions and of this order and any documents referred to herein are separable and severable. If any clause is held invalid, illegal, or contrary to public policy, the legality and enforceability of the remaining provisions shall be unaffected.

rockwellgroup

Project Name: **Cosmo Model Rooms**

Project #: **09017.00**

Issue Date: **06/01/09**

Item Number: **MOD-LGT-8006**

Item Description: **Ceiling Pendant Light Fixture at Dining Niche at WCH**

Area Name: **Model Room**

Item Quantity: **1 ea**

Manufacturer: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161** Other: **(484) 354-6361**

Contact: **Tricia Montanile**

E-mail: **tricia@ochre.net**

Web: **www.ochre.net**

Source: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161**

Contact: **Dina Diefenbach**

E-mail: **dina@ochre.net**

Web: **www.ochre.net**

Description: **Ceiling Pendant Light Fixture at Dining Niche at WCH
Refer to Original Ochre "Arctic Pear table lamp"**

Model Number: **CUSTOM**

Model Name: **CUSTOM**

Dimensions: **OA 1' 6" B 1/4" Diam. See RG Dwg's for Details and
Dims**

Finish: **Powdercoated**

Weight: **TBD**

Switch Type: **At Wall**

Lamp Type: **Frosted A19**

Lamp Wattage: **100W**

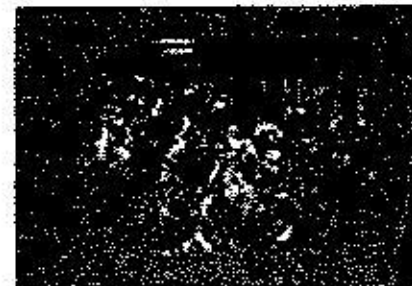
Lamp Quantity: **1**

Shade/Diffuser Style: **Solid Clear Glass Drops**

Mounting Instructions:

Dimmer: **Yes**

COM/COL:



Required Item(s) for Designer Approval Prior to Fabrication:

Prepared By: **INTER**

☐ Seaming Diagram ☐ Strike-Off ☒ Finish Sample ☐ Cutting ☒ Shop Dwg's ☐ Prototype ☒ Flame Certificate

Instructions:

- ALL QUANTITIES TO BE VERIFIED BY PURCHASING AGENT AND FABRICATORS.
- * ALL MATERIALS USED MUST BE SUITABLE FOR USE IN DAMP LOCATIONS.
- * FINISH TO HAVE RUST INHIBITOR PRIMER FOR HIGH HUMIDITY PROTECTION.
- * FABRICATOR TO SUBMIT DETAILED SHOP DRAWINGS FOR DESIGNER'S APPROVAL PRIOR TO MANUFACTURING.
- IMAGE IS FOR REFERENCE ONLY.
- ITEM MUST BE UL LISTED AND MEET ALL STATE AND LOCAL CODES.
- FABRICATOR TO COORDINATE TOTAL WEIGHT OF FIXTURE TO ENSURE PROPER

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rockwellgroup

Project Name: **Cosmo Model Rooms**

Project #: **09017.00**

Issue Date: **06/01/09**

Item Number: **MOD-LGT-9005**

Item Description: **Ceiling Pendant Light Fixture at Dining Niche at WCH**

Area Name: **Model Room**

Item Quantity: **1 ea**

Manufacturer: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161** Other: **(484) 354-6361**

Contact: **Tricia Montanile**

E-mail: **tricia@ochre.net**

Web: **www.ochre.net**

Source: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161**

Contact: **Dna Diefenbach**

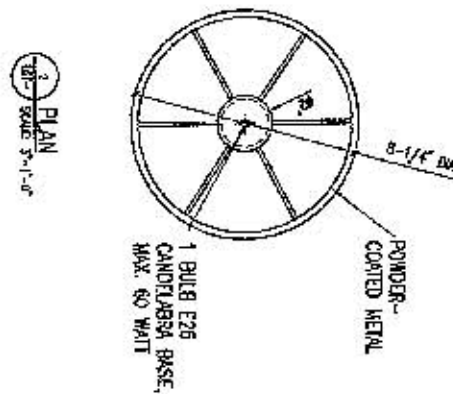
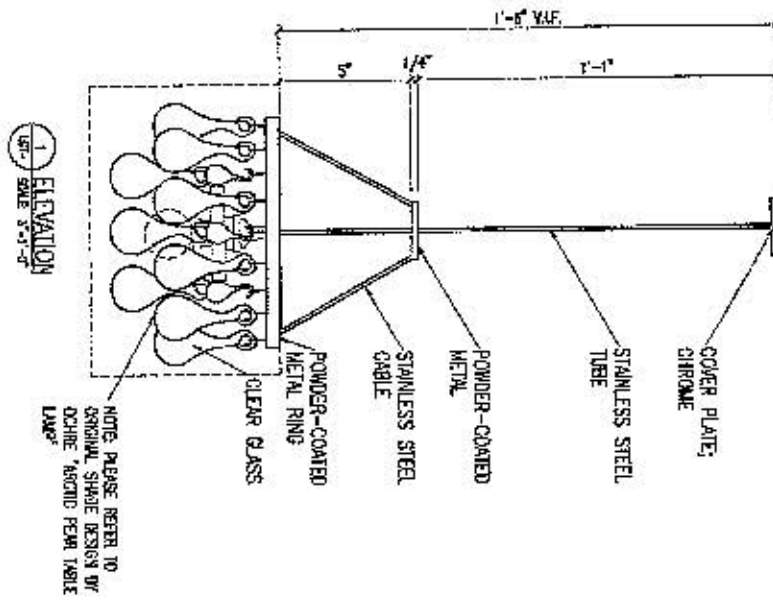
E-mail: **dana@ochre.net**

Web: **www.ochre.net**

Instructions:

- ANCHORING OF FIXTURE TO WALL OR CEILING AND ANY ADDITIONAL BLOCKING REQUIRED FOR STABILITY.
- FINISHES AND DETAILS OTHER THAN SHOWN REQUIRE SUBMISSION OF STRIKE OFF OR SAMPLE FOR APPROVAL BY ROCKWELL GROUP WITH ADEQUATE TIME TO ALLOW FOR REVISIONS, AS REQUIRED, AS WELL AS PROCUREMENT OF SPECIFIED MATERIALS AND PRODUCTION.
- ITEM MUST BE CONTRACT QUALITY AND SUITABLE FOR HOTEL INSTALLATION.
- MANUFACTURER TO COORDINATE ALL WIRING REQUIREMENTS WITH INSTALLER FOR PERMANENT SURFACE MOUNTING.
- MANUFACTURER TO PROVIDE ROCKWELLGROUP WITH FINISH SAMPLES FOR APPROVAL PRIOR TO PRODUCTION.
- OWNER/OPERATOR TO SUPPLY EXACT SPECIFICATIONS ON LOCAL SOCKETING AND LAMPING REQUIREMENTS.
- PURCHASING AGENT IS REQUIRED TO SUPPLY AND INSTALL ALL SHADES AND LAMPS IN FIXTURES.
- PURCHASING AGENT TO SUBMIT ALL SUBSTITUTIONS FOR DESIGNER'S SIGNED-OFF APPROVAL PRIOR TO MANUFACTURING AND PURCHASING.
- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT MOUNTING HEIGHTS AND LOCATIONS.

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GENERAL NOTES

FOR ALL MATERIAL
INFORMATION, REFER TO FRAME
SPECIFICATIONS.

MANUFACTURER TO SUBMIT
FINISH SAMPLES FOR RE
APPROVAL.

* FIXTURE TO BE UL LISTED.

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BY:

PROJECT : 09017 COSMO 100-127-0005	rockwellgroup	DATE : Estimated from Product Release Date Scale: 3/4"=1'-0" See pg. 12 <table border="1"> <tr> <th>DRAWING</th> <th>ISSUE</th> <th>RECORD</th> <th>DATE</th> <th>BY</th> <th>CHK</th> <th>APP</th> <th>DATE</th> <th>BY</th> <th>CHK</th> <th>APP</th> </tr> <tr> <td>100-127-0005</td> <td>1</td> <td>1</td> <td>10/1/05</td> <td>1</td> <td>1</td> <td>1</td> <td>10/1/05</td> <td>1</td> <td>1</td> <td>1</td> </tr> </table>	DRAWING	ISSUE	RECORD	DATE	BY	CHK	APP	DATE	BY	CHK	APP	100-127-0005	1	1	10/1/05	1	1	1	10/1/05	1	1	1
DRAWING	ISSUE	RECORD	DATE	BY	CHK	APP	DATE	BY	CHK	APP														
100-127-0005	1	1	10/1/05	1	1	1	10/1/05	1	1	1														

rockwellgroup

Project Name: **Cosmo Model Rooms**

Project #: **09017.00**

Issue Date: **06/01/09**

Item Number: **MOD-LGT-8006**

Item Description: **Extended Arm Pendant Fixture over Bar at EPK, WPK**

Area Name: **Model Room**

Item Quantity: **2 ea**

Manufacturer: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161** Other: **(484) 354-6361**

Contact: **Tricia Montanile**

E-mail: **tricia@ochre.net**

Web: **www.ochre.net**

Source: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161**

Contact: **Dina Diefenbach**

E-mail: **dina@ochre.net**

Web: **www.ochre.net**

Description: **Extended Arm Pendant Fixture over bar at EPK, WPK**

Model Number: **CUSTOM**

Model Name: **CUSTOM**

Dimensions: **5' 0" H 3' 6" W 3/4" Sq. Tube See RG Dwg's for Details and Dims**

Finish: **powdercoated**

Weight: **TBD**

Switch Type: **Plug in to Outlet with Wall Switch**

Cord Length: **4' 0"**

Cord Color: **Clear**

Lamp Type: **Frosted A19**

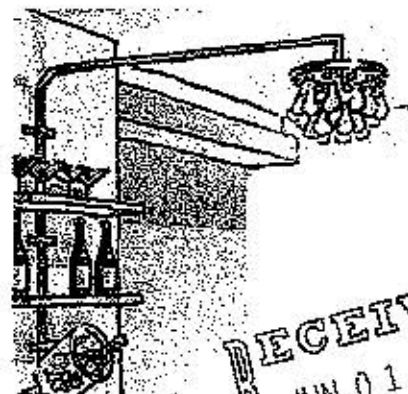
Lamp Wattage: **40 W**

Lamp Quantity: **1**

Shade/Diffuser Style: **Clear Glass Solid Drops**

Shade/Diffuser Dimensions: **Refer to Original Ochre "Arctic Pear Table Lamp"**

Mounting Instructions: **Vertical Post to be secured to Wall Panel;
Manufacturer to recommend proper mounting hardware.**



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BY: _____

Required Item(s) for Designer Approval Prior to Fabrication:

Prepared By: **INTER**

☐ Seaming Diagram ☐ Strike-Off ☒ Finish Sample ☐ Cutting ☒ Shop Dwg's ☐ Prototype ☒ Flame Certificate

Instructions:

- ALL QUANTITIES TO BE VERIFIED BY PURCHASING AGENT AND FABRICATORS.
- * ALL MATERIALS USED MUST BE SUITABLE FOR USE IN DAMP LOCATIONS.
- * FINISH TO HAVE RUST INHIBITOR PRIMER FOR HIGH HUMIDITY PROTECTION.
- * FABRICATOR TO SUBMIT DETAILED SHOP DRAWINGS FOR DESIGNER'S APPROVAL PRIOR TO MANUFACTURING.
- IMAGE IS FOR REFERENCE ONLY.

Project Name: **Cosmo Model Rooms**
Project #: **09017.00**

Item Number: **MOD-LGT-8006**
Item Description: **Extended Arm Pendant Fixture over Bar at EPK, WPK**

Issue Date: **06/01/09**

Area Name: **Model Room**

Item Quantity: **2 ea**

Manufacturer: **Ochre**
Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161** Other: **(484) 354-6361**

Contact: **Tricia Montanile**

E-mail: **tricia@ochre.net**

Web: **www.ochre.net**

Source: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161**

Contact: **Dna Diefenbach**

E-mail: **dana@ochre.net**

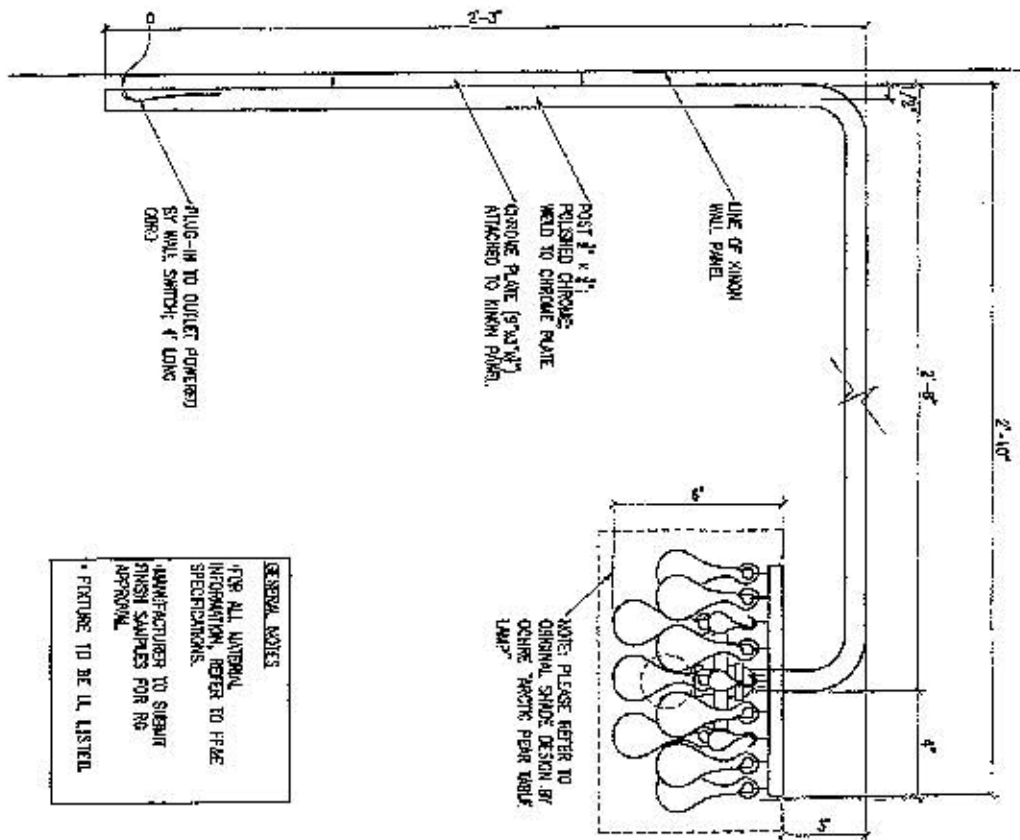
Web: **www.ochre.net**

Instructions:

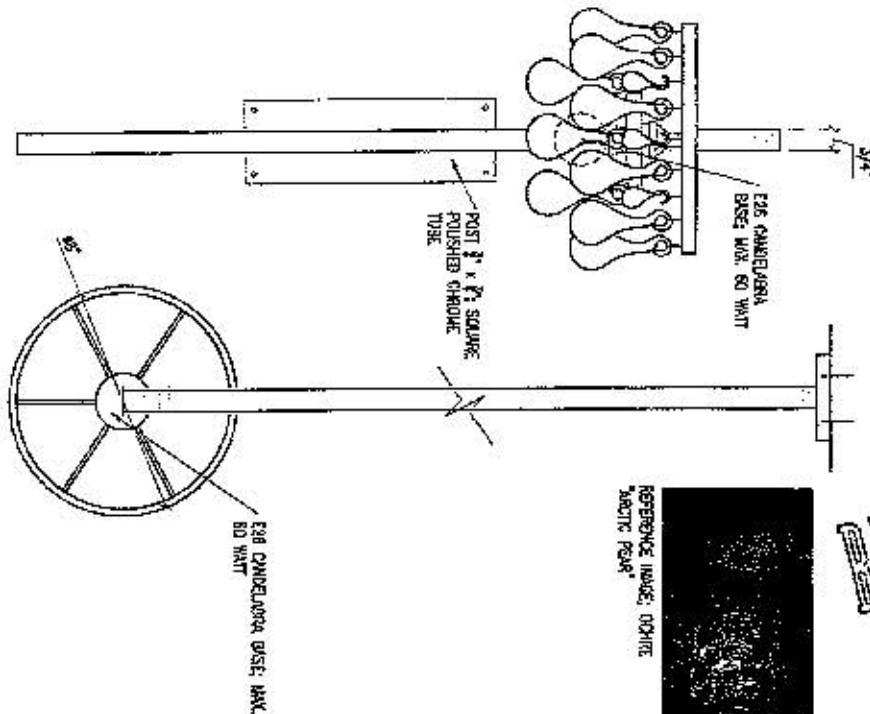
- ITEM MUST BE UL LISTED AND MEET ALL STATE AND LOCAL CODES.
- FABRICATOR TO COORDINATE TOTAL WEIGHT OF FIXTURE TO ENSURE PROPER ANCHORING OF FIXTURE TO WALL OR CEILING AND ANY ADDITIONAL BLOCKING REQUIRED FOR STABILITY.
- FINISHES AND DETAILS OTHER THAN SHOWN REQUIRE SUBMISSION OF STRIKE OFF OR SAMPLE FOR APPROVAL BY ROCKWELL GROUP WITH ADEQUATE TIME TO ALLOW FOR REVISIONS, AS REQUIRED, AS WELL AS PROCUREMENT OF SPECIFIED MATERIALS AND PRODUCTION.
- ITEM MUST BE CONTRACT QUALITY AND SUITABLE FOR HOTEL INSTALLATION.
- MANUFACTURER TO COORDINATE ALL WIRING REQUIREMENTS WITH INSTALLER FOR PERMANENT SURFACE MOUNTING.
- MANUFACTURER TO PROVIDE ROCKWELLGROUP WITH FINISH SAMPLES FOR APPROVAL PRIOR TO PRODUCTION.
- OWNER/OPERATOR TO SUPPLY EXACT SPECIFICATIONS ON LOCAL SOCKETING AND LAMPING REQUIREMENTS.
- PURCHASING AGENT IS REQUIRED TO SUPPLY AND INSTALL ALL SHADES AND LAMPS IN FIXTURES.
- PURCHASING AGENT TO SUBMIT ALL SUBSTITUTIONS FOR DESIGNER'S SIGNED-OFF APPROVAL PRIOR TO MANUFACTURING AND PURCHASING.
- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT MOUNTING HEIGHTS AND LOCATIONS.

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BY: _____

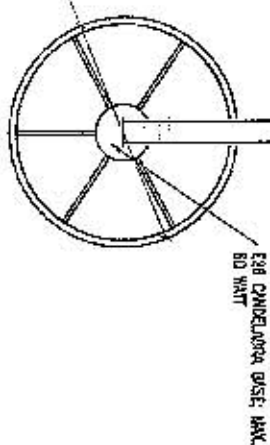
1 SIDE ELEVATION
SCALE 3/4"=1'-0"



2 FRONT ELEVATION
SCALE 3/4"=1'-0"



3 PLAN
SCALE 3/4"=1'-0"



REFERENCE IMAGE: OCHRE "ACTIC PEAR"

RECEIVED
JUN 01 2009
BY: _____

PROJECT : 08017 COSMO MKD-LCT-8004	 rockwellgroup	TITLE: Complete New Product, Follow Our Bar Scale: 1" = 1'-0" Date by: 05 <table border="1"> <thead> <tr> <th>DESIGN</th> <th>ISSUE</th> <th>RECORD</th> <th>DATE</th> <th>BY</th> <th>CHK</th> <th>APP</th> <th>IN</th> <th>OUT</th> </tr> </thead> <tbody> <tr> <td>08017</td> <td>001</td> <td>001</td> <td>05/05/09</td> <td>05</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	DESIGN	ISSUE	RECORD	DATE	BY	CHK	APP	IN	OUT	08017	001	001	05/05/09	05				
DESIGN	ISSUE	RECORD	DATE	BY	CHK	APP	IN	OUT												
08017	001	001	05/05/09	05																

rockwellgroup

Project Name: **Cosmo Model Rooms**
Project #: **08017.00**
Issue Date: **06/01/09**

Item Number: **MOD-LGT-8007**
Item Description: **Floor Lamp at EPK, EHU, EMD**
Area Name: **Model Room**

Item Quantity: **3 ea**

Manufacturer: **Ochre**
Address: **462 Broome Street
New York NY 10013-**
Phone: **(212) 414-4332**
Fax: **(212) 219-1161** Other: **(484) 354-6361**
Contact: **Tricia Montanile**
E-mail: **tricia@ochre.net**
Web: **www.ochre.net**

Source: **Ochre**
Address: **462 Broome Street
New York NY 10013-**
Phone: **(212) 414-4332**
Fax: **(212) 219-1161**
Contact: **Dna Diefenbach**
E-mail: **dana@ochre.net**
Web: **www.ochre.net**

Description: **Floor Lamp at EPK, EHU, EMD**

Model Name: **Axis Mundi Floor lamp**
Dimensions: **54 1/4"H x 13 1/2"Diam.**
Finish: **Polished Nickel base with Solid Glass Rod**
Weight: **approx. 16 1/2 lbs.**
Switch Type: **white Foot Switch at cord**
Cord Length: **78"**
Cord Color: **Clear Plastic**
Lamp Type: **E26**
Lamp Wattage: **100W**
Lamp Quantity: **1**
Shade/Diffuser Style: **Laminated Silk; Color: Bone**
Shade/Diffuser Dimensions: **6 3/4"H x 15 3/4"Diam.**
Mounting Instructions: **Assembly Required**



Required Item(s) for Designer Approval Prior to Fabrication:

Prepared By: **INTER**

☐ Seaming Diagram ☐ Strike-Off ☒ Finish Sample ☐ Cutting ☐ Shop Dwg's ☐ Prototype ☒ Flame Certificate

Instructions:

- ALL QUANTITIES TO BE VERIFIED BY PURCHASING AGENT AND FABRICATORS.
- * ALL MATERIALS USED MUST BE SUITABLE FOR USE IN DAMP LOCATIONS.
- * FINISH TO HAVE RUST INHIBITOR PRIMER FOR HIGH HUMIDITY PROTECTION.
- * FABRICATOR TO SUBMIT DETAILED SHOP DRAWINGS FOR DESIGNER'S APPROVAL PRIOR TO MANUFACTURING.
- IMAGE IS FOR REFERENCE ONLY.
- ITEM MUST BE UL LISTED AND MEET ALL STATE AND LOCAL CODES.
- FABRICATOR TO COORDINATE TOTAL WEIGHT OF FIXTURE TO ENSURE PROPER ANCHORING OF FIXTURE TO WALL OR CEILING AND ANY ADDITIONAL BLOCKING REQUIRED FOR STABILITY.
- FINISHES AND DETAILS OTHER THAN SHOWN REQUIRE SUBMISSION OF STRIKE OFF OR

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BY: _____

MOD-LGT-8007
Model: 3 ea
Production Quantity: 804

rockwellgroup

Project Name: **Cosmo Model Rooms**

Project #: **09017.00**

Issue Date: **06/01/09**

Item Number: **MOD-LGT-8007**

Item Description: **Floor Lamp at EPK, EHU, EMD**

Area Name: **Model Room**

Item Quantity: **3 ea**

Manufacturer: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

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Web: **www.ochre.net**

Instructions:

SAMPLE FOR APPROVAL BY ROCKWELL GROUP WITH ADEQUATE TIME TO ALLOW FOR REVISIONS, AS REQUIRED, AS WELL AS PROCUREMENT OF SPECIFIED MATERIALS AND PRODUCTION.

- ITEM MUST BE CONTRACT QUALITY AND SUITABLE FOR HOTEL INSTALLATION.
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- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT MOUNTING HEIGHTS AND LOCATIONS.

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Project Name: **Cosmo Model Rooms**

Project #: **09017.00**

Issue Date: **06/01/09**

Item Number: **MOD-LGT-8023**

Item Description: **Ceiling Mounted Light Fixture with Glass Teardrops at West Dressing Area**

Area Name: **Model Room**

Item Quantity: **2 ea**

Manufacturer: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161** Other: **(484) 354-6361**

Contact: **Tricia Montanile**

E-mail: **tricia@ochre.net**

Web: **www.ochre.net**

Source: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161**

Contact: **Dna Diefenbach**

E-mail: **dana@ochre.net**

Web: **www.ochre.net**

Description: **Ceiling Mounted Light Fixture with Glass Teardrops at WMD & WQQ**

Model Name: **CUSTOM Arctic Pear Chandelier Medium**

Dimensions: **6" x 17"Diam., See RG Dwgs for Details and Dims**

Finish: **Polished Nickel**

Weight: **TBD**

Switch Type: **Hardwired**

Lamp Type: **Frosted A19**

Lamp Wattage: **40W**

Lamp Quantity: **4**

Shade/Diffuser Material: **Solid Clear Glass Drops**

Shade/Diffuser Dimensions: **See Original Ochre "Arctic Pear Chandelier Medium"**

Mounting Instructions: **Polished Nickel Ceiling Base Plate**



Required Item(s) for Designer Approval Prior to Fabrication:

Prepared By: **INTER**

☐ Seaming Diagram ☐ Strike-Off ☒ Finish Sample ☐ Cutting ☒ Shop Dwgs ☐ Prototype ☒ Flame Certificate

Instructions:

- ALL QUANTITIES TO BE VERIFIED BY PURCHASING AGENT AND FABRICATORS.
- * ALL MATERIALS USED MUST BE SUITABLE FOR USE IN DAMP LOCATIONS.
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rockwellgroup

Project Name: **Cosmo Model Rooms**

Project #: **09017.00**

Issue Date: **06/01/09**

Item Quantity: **2 ea**

Manufacturer: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161** Other: **(484) 354-8361**

Contact: **Tricia Montanile**

E-mail: **tricia@ochre.net**

Web: **www.ochre.net**

Item Number: **MOD-LGT-8023**

Item Description: **Ceiling Mounted Light Fixture with Glass
Teardrops at West Dressing Area**

Area Name: **Model Room**

Source: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161**

Contact: **Dna Diefenbach**

E-mail: **dana@ochre.net**

Web: **www.ochre.net**

Instructions:

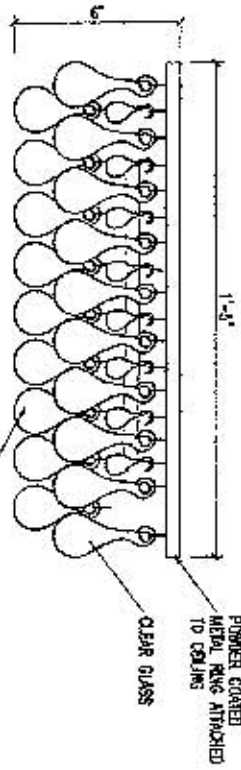
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- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT MOUNTING HEIGHTS AND LOCATIONS.

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JUN 01 2009
BY:

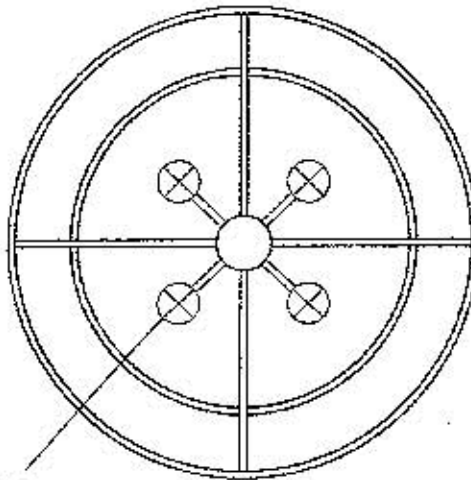
4. FUTURE TO BE LISTEN

 ELEVATION
SCALE 3/4"=1'-0"



NOTE: PLEASE REFER TO ORIGINAL DESIGN BY DSHRE "ARCTIC PLEA CHANDLER MEDIUM"

PLAN
SCALE 3m=1"=0"



4. BULBS at E12
CANDELABRA BASE,
MAX. 60 WATT

RECEIVED
JUN 01 2003
BY:.....

[illegible]

rockwellgroup

Project Name: **Coamo Model Rooms**

Project #: **09017.00**

Issue Date: **06/01/09**

Item Number: **MOD-LGT-8024**

Item Description: **Ceiling Mounted light Fixture at EPK Foyer**

Area Name: **Model Room**

Item Quantity: **1 ea**

Manufacturer: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161** Other: **(484) 354-6361**

Contact: **Tricia Montanila**

E-mail: **tricia@ochre.net**

Web: **www.ochre.net**

Source: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161**

Contact: **Dne Diefenbach**

E-mail: **dana@ochre.net**

Web: **www.ochre.net**

Description: **Ceiling Mounted Light Fixture at EPK Foyer**

Model Name: **CUSTOM Arctic Pear Chandelier Medium**

Dimensions: **18"H x 17"Diam., See RG Dwgs for Details and Dims**

Finish: **Powder Coated**

Weight: **TBD**

Switch Type: **Hardwired**

Lamp Type: **E12 Candelabra Base**

Lamp Wattage: **60W Max**

Lamp Quantity: **4**

Shade/Diffuser Material: **Solid Clear Glass Drops**

Mounting Instructions: **Ceiling Mounted**

Suspension Information: **TBD**



Required Item(s) for Designer Approval Prior to Fabrication:

Prepared By: **INTER**

☐ Seaming Diagram ☐ Strike-Off ☒ Finish Sample ☐ Cutting ☒ Shop Dwgs ☐ Prototype ☒ Flame Certificate

Instructions:

- * **FINAL SELECTIONS, DETAILS AND SPECIFICATIONS, TO BE FOLLOWED PER CLIENTS APPROVAL OF MODEL ROOM.**
- * **FABRIC TREATMENT SPECIFICATIONS TO BE CONFIRMED UPON FINAL REVIEW OF MODEL ROOMS.**
- * **COLOR AND QUALITY OF FABRIC TO BE FINALIZED BASED ON MODEL ROOM REVIEW.**
- * **FABRIC MUST BE SUITABLE FOR HIGH HUMIDITY AND SALT AIR LOCATIONS.**
- * **SEE ATTACHED IMAGE FOR REFERENCE ONLY. REFER TO CONTROL SAMPLE FOR COLOR AND QUALITY.**
- * **MANUFACTURER TO PROVIDE CLEANING AND MAINTENANCE INSTRUCTIONS FOR FABRICS PURCHASED.**
- * **MANUFACTURER MUST PROVIDE DYE LOT SAMPLE OF FABRIC FROM CURRENT STOCK FOR REVIEW AND APPROVAL BY THE ROCKWELL GROUP PRIOR TO CUTTING AND SHIPPING.**

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BY: _____

MOD-LGT-8024

Model: 1 ea

Production Quantity: 159

Project Name: **Cosmo Model Rooms**

Project #: **09017.00**

Issue Date: **06/01/09**

Item Quantity: **1 ea**

Manufacturer: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161** Other: **(484) 354-6361**

Contact: **Tricia Montanile**

E-mail: **tricia@ochre.net**

Web: **www.ochre.net**

Item Number: **MOD-LGT-8024**

Item Description: **Ceiling Mounted light Fixture at EPK
Foyer**

Area Name: **Model Room**

Source: **Ochre**

Address: **462 Broome Street
New York NY 10013-**

Phone: **(212) 414-4332**

Fax: **(212) 219-1161**

Contact: **Dna Diefenbach**

E-mail: **dana@ochre.net**

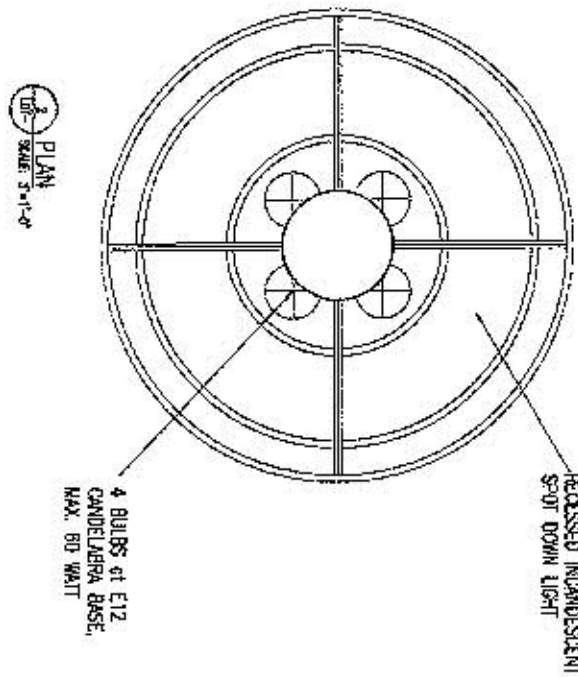
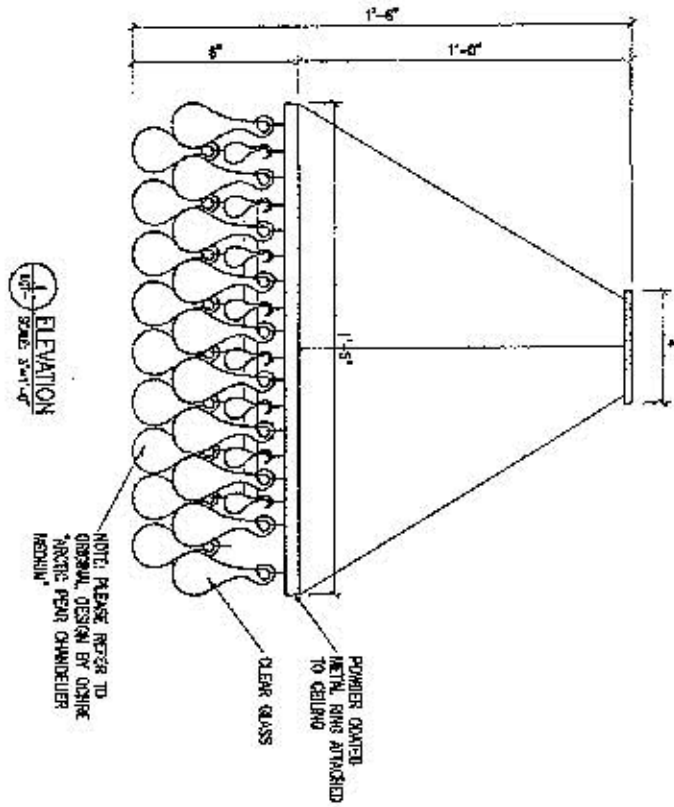
Web: **www.ochre.net**

Instructions:

- FABRIC SHOULD BE FLAMEPROOFED (WITH A NON-SALINE SOLUTION) AND TREATED WITH APPROPRIATE STAIN AND/OR SOIL REPELLANT PRIOR TO USE.
- FABRIC MUST BE FIRST RUN GOODS FROM FULL BOLTS. PRINTING, DYEING, AND FINISHING METHODS SHOULD BE APPROPRIATE FOR USE ON FABRIC. FABRIC SHOULD BE PRE-SHRUNK, NON-FADING AND NON-CROCKING.
- FABRIC COMPLIES WITH LOCAL CODES FOR FLAME RESISTANCE.
- ALL YARDAGE (OR SQUARE FOOTAGE) REQUIREMENTS ARE APPROXIMATE AND MUST BE CONFIRMED BY PURCHASING AGENT / FABRICATOR PRIOR TO PURCHASE. BASED ON WIDTH AND REPEAT.

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JUN 01 2009
BY:-----

GENERAL NOTES
 FOR ALL MATERIAL
 INFORMATION, REFER TO FR&E
 SPECIFICATIONS.
 MANUFACTURER TO SUBMIT
 FINISH SAMPLES FOR PG
 APPROVAL.
 * FIXTURE TO BE IN LISTED.



RECEIVED
 JUN 01 2004
 BY:

PROJECT : 09017 COSMO MOD-107-002	rockwellgroup	DATE: 7-1-04 BY: LC DRAWING: ISSUE RECORD STATUS: DATE ISSUED: 7-1-04 BY: LC CHECKED: 7-1-04 BY: LC APPROVED: 7-1-04 BY: LC
--	----------------------	---

8024



- ☒ 4022 Dean Martin Drive - Las Vegas, NV 89103
Phone: 702/736-7477 Fax: 702/736-8288
- ☐ 5010 Campus Drive - Newport Beach, CA 92660
Phone: 949/574-7710 Fax: 949/574-7714
- ☐ 8025 Black Horse Pike, Suite 210 - W. Atlantic City, NJ 08232
Phone: 609/407-0047 Fax: 609/407-0073

Specification

LTG-8507

Item	PENDANT FIXTURE
Project ID	176B001.GR
Property	COSMOPOLITAN
Project Name	COSMOPOLITAN
Area	PARK WEST ROOMS
Location	WEST TOWER
Date Prepared	9/30/2009
Last Revision	Revision #

Source Per Bid

Suggested Manufacturer

PER BID

Representative Company

Details

MODEL NO:	SPECIFICATION IS BASED UPON ROCKWELL GROUP SPEC # LGT-8006
MODEL NAME:	CUSTOM EXTENDED ARM PENDANT; WALL MOUNTED
DESCRIPTION:	CUSTOM PENDANT LIGHT FIXTURE WITH CLEAR SOLID GLASS "DROPLETS" (REFER TO ATTACHED DRAWING FOR STYLE).
	SHELF MOUNTED TUBE: 4'-0" H X 3/4" SQ. PENDANT DIMENSIONS: 10-1/2" DIA. X 6" H 6'-0" CLEAR CORD LENGTH (TO BE CONFIRMED IN THE FIELD)
	LIGHTING MANUFACTURER TO COORDINATE FIXTURE WITH (F-8523) FOR PROPER INSTALLATION AND MOUNTING METHOD TO SHELF.
OVERALL SIZE:	EXTENSION FROM SHELF (F-8523) 2'-10" X 4'-0"
NUMBER OF ARMS:	(1) ARM
MATERIAL:	METAL AND GLASS
FINISH:	MIRROR POLISHED STAINLESS STEEL AND CLEAR "DROPLETS"
LAMP TYPE:	INCANDESCENT
LAMPS REQ'D PER FIXTURE:	(1) PER MANUFACTURER'S SUGGESTION
MAX LAMP WATTAGE:	150
MAX FIXTURE WATTAGE:	150
CHAIN / STEM LENGTH:	PENDANT HANGS 3" FROM EXTENDED ARM (REFER TO ATTACHED DRAWINGS)
CEILING HEIGHT:	TO BE VERIFIED IN THE FIELD
APPROX. WEIGHT:	PER MANUFACTURER'S SHOP DRAWINGS
DETAILS:	FIXTURE IS REQUIRED TO BE DIMMABLE
QUANTITY:	(1) EA @ PARK WEST GUESTROOMS + OWNER DETERMINED ATTIC STOCK
LEAD TIME:	TBD
FOB:	TBD
LOCATION:	EXTENDED ARM PENDANT @ PARK WEST GUESTROOM BAR

NOTES:

NOTE: THE CUSTOM ITEM DESCRIBED HEREIN IS THE PROPRIETARY DESIGN OF NEVADA PROPERTIES I dba THE COSMOPOLITAN RESORT AND CASINO. ALL RIGHTS RESERVED.



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Project Name	COSMOPOLITAN
Area	PARK WEST ROOMS
Location	WEST TOWER
Date Prepared	9/30/2009
Last Revision	Revision #

NOTICE: THE SPECIFICATIONS LISTED ABOVE WERE NOT DEVELOPED BY FRIEDMUTTER GROUP. THEY HAVE MERELY BEEN REPRODUCED BY FRIEDMUTTER GROUP AT OWNER'S REQUEST BASED UPON INFORMATION PROVIDED BY OTHER DESIGNERS AND PURCHASING AGENTS.

FIXTURE MUST BE COMPATIBLE WITH OWNER'S DIMMING SYSTEM. VERIFY SYSTEM WITH OWNER, PURCHASING AGENT AND GENERAL CONTRACTOR.

ALL QUANTITIES ARE TO BE VERIFIED BY GENERAL CONTRACTOR AND PURCHASING AGENT.

FIXTURE MOUNTING, BACKPLATES AND CANOPIES TO CONCEAL ALL ELECTRICAL CONNECTIONS AND EXISTING JUNCTION BOXES. VERIFY ON SITE CONDITIONS PRIOR TO FABRICATION.

ALL FIXTURES TO BE FABRICATED FOR LEVEL AND PLUMB INSTALLATION. FABRICATOR TO PROVIDE ALL NECESSARY COMPONENTS AND HARDWARE FOR COMPLETE INSTALLATION. FIXTURE TO BE CONSTRUCTED FOR EASY RE-LAMPING.

FIXTURE FINISH TO HAVE RUST INHIBITOR PRIMER FOR HIGH HUMIDITY PROTECTION.

FIXTURES TO HAVE QUALITY FINISHING ON ALL CONNECTIONS AND JOINTS; ALL WELDS ARE TO GROUND SMOOTH AND FINISHED.

ALL QUANTITIES TO BE VERIFIED BY PURCHASING AGENT. OWNER TO DETERMINE ADDITIONAL ATTIC STOCK. MFG. MUST PROVIDE 1 CORD SET WITH POLARIZED PLUG, FELT PADS AT BASE OF LAMP, APPROPRIATE PLUG, WIRING AND SOCKET.

MANUFACTURER TO SUBMIT FINISH SAMPLES TO FRIEDMUTTER GROUP FOR DESIGNER'S APPROVAL PRIOR TO PURCHASING. MUST MEET U.L. APPROVAL AND BEAR APPROPRIATE U.L. APPROVAL LABEL.

MUST BE CONTRACT QUALITY AND SUITABLE FOR HEAVY COMMERCIAL USE.

ALL MATERIALS USED MUST MEET OR EXCEED ALL APPLICABLE FEDERAL, STATE, AND LOCAL FIRE CODE REQUIREMENTS.

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Specification

LTG-8507

Item	PENDANT FIXTURE
Project ID	176B001.GR
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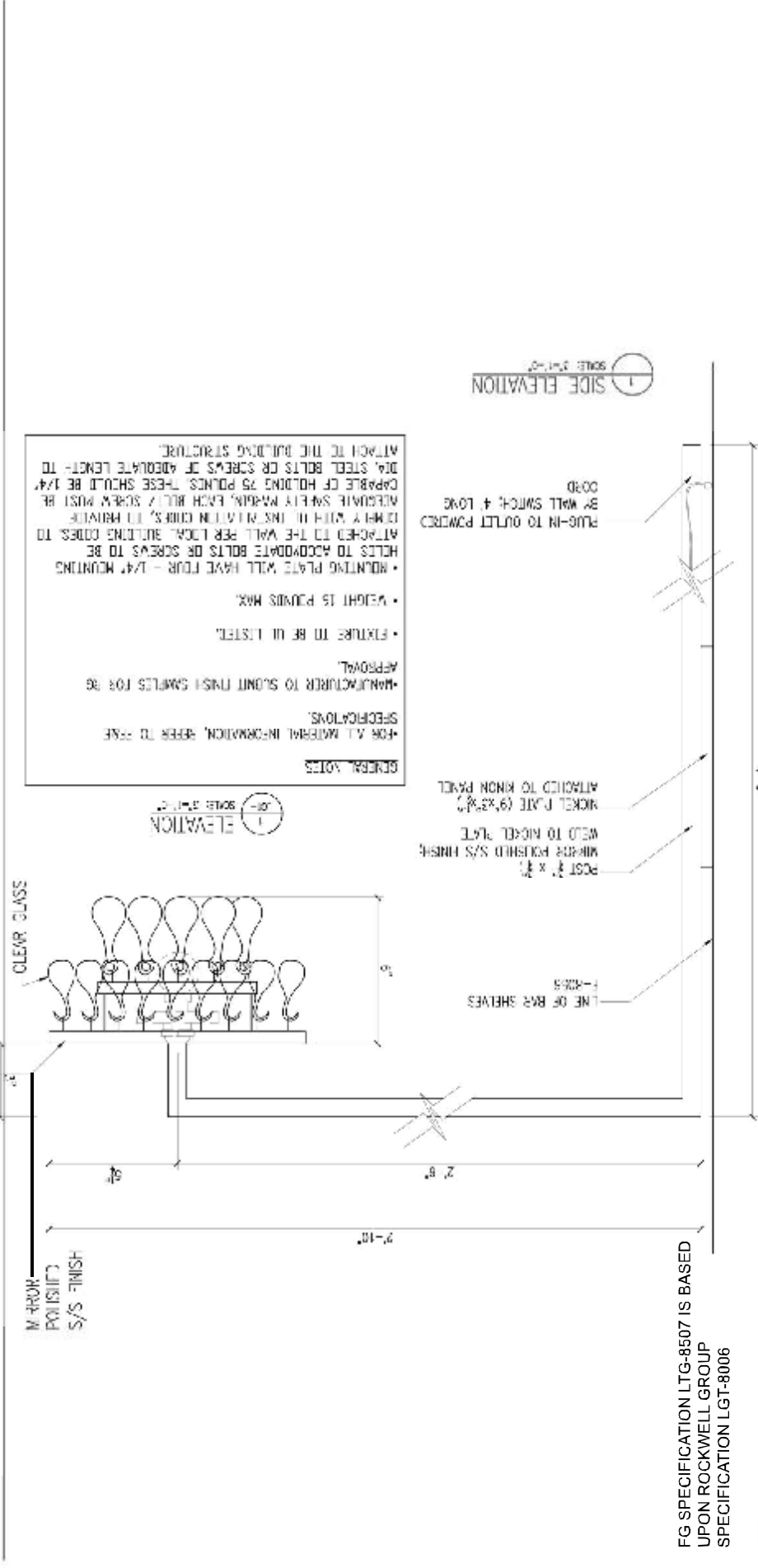


PENDANT IMAGE FOR INSPIRATION "LOOK OF" ONLY/ REFER TO ATTACHED DRAWINGS FOR OVERALL DESIGN INTENT

Prepared By	Quantity	Units	Unit Cost	Total Cost
AMCCLEISTER	0.00	Each	\$0.00	\$0.00

Specification **LTG-8507**

Item	PENDANT FIXTURE
Project ID	176B001 GR
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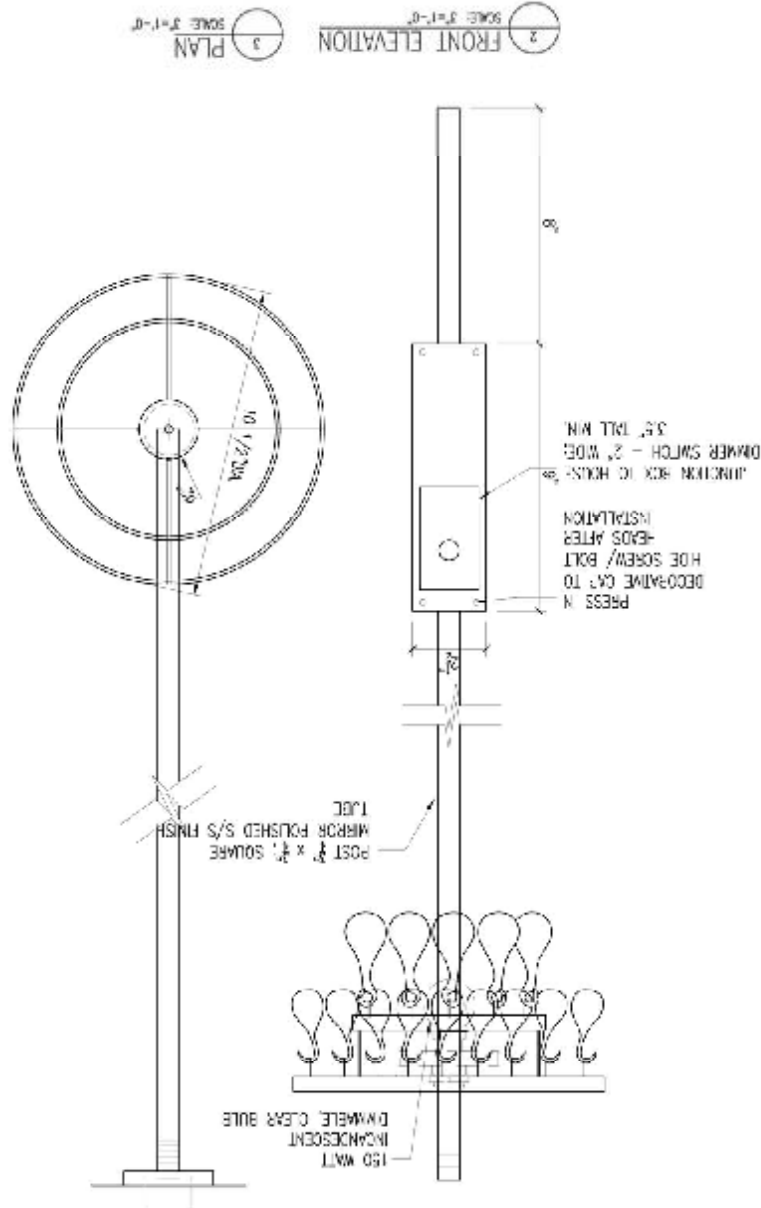


FG SPECIFICATION LTG-8507 IS BASED UPON ROCKWELL GROUP SPECIFICATION LGT-8006

Scale 3" = 1'-0"



PENDANT FIXTURE
176B001.GR
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09-30-2009
Revision #



Page 2 OF 2

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EXHIBIT C

-APPLICATION-

Title _____

Title of Work: Arctic Pear Chandelier - Round 60
Arctic Pear Chandelier - Round 45

Completion/Publication _____

Year of Completion: 2005

Date of 1st Publication: June 30, 2006

Nation of 1st Publication: United Kingdom

Author _____

■ **Author:** Ochre, LLC

Author Created: sculpture

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: Ochre, LLC

462 Broome Street, New York, NY, 10013, United States

Limitation of copyright claim _____

Material excluded from this claim: Solely utilitarian / useful features with respect to hanging electrical lighting fixtures

New material included in claim: sculpture

Rights and Permissions _____

Organization Name: Ochre LLP

Name: Andrew Corrie

Email: andrew@ochre.us

Telephone: 212-414-4332

Address: 462 Broome Street

New York, NY 10013 United States

Certification _____

Name: Ronald D. Coleman

Date: March 22, 2012

Registration #:

Service Request #: 1-742153101

Priority: Routine

Application Date: March 22, 2012 10:35:20 PM

Correspondent

Organization Name: Goetz Fitzpatrick, LLP

Name: Ronald D. Coleman

Email: rcoleman@goetzfitz.com

Telephone: 212-695-8100

Address: 1 Penn Plaza
Suite 4401
New York, NY 10119 United States

Alt. Telephone: 212-695-8100

Mail Certificate

Goetz Fitzpatrick, LLP
Ronald D. Coleman
1 Penn Plaza
SUITE 4401
NEW YORK, NY 10119 United States





**United States Copyright Office**

Library of Congress • 101 Independence Avenue SE • Washington DC 20559-6000 • www.copyright.gov

May 14, 2012

Goetz Fitzpatrick, LLP
Attn: Ronald Coleman
1 Penn Plaza, Suite 4401
New York, NY 10119
United States

Correspondence ID: 1-CODSNY

RE: Arctic Pear Chandelier - Round 45
Arctic Pear Chandelier - Round 60

Dear Ronald Coleman:

Registration for the above work must be refused because it is a "useful article" which does not contain any separable authorship needed to sustain a claim to copyright.

The Copyright law protects pictorial, graphic, or sculptural works. 17 U.S.C. 102(a)(5). Such works include works of artistic craftsmanship insofar as their form, but not their mechanical or utilitarian aspects are concerned. Moreover, the design of a "useful article" is considered a pictorial, graphic, or sculptural work "only if, and only to the extent that, such design incorporates pictorial, graphic, or sculptural features that can be identified separately from, and are capable of existing independently of, the utilitarian aspects of the article." 17 U.S.C. 101. Legislative history confirms that this separability may be physical or conceptual. H.R. Rep. No. 94-1476, 94th Cong. 2d Sess. (1976).

Therefore, in examining for registration, we must first determine whether a work within the useful article category has any pictorial, graphic, or sculptural authorship that is either physically or conceptually separable from the utilitarian aspects of the article.

Compendium II of Copyright Office Practices, Chapter 5 (1984), states that physical separability means that the pictorial, graphic, or sculptural features can be physically separated by ordinary means from the utilitarian item. Examples include the sculptural lamp base of a Balinese dancer, or a pencil sharpener shaped like an antique car.

The Compendium further states that conceptual separability means that the pictorial, graphic, or sculptural features, while physically inseparable by ordinary means from the utilitarian item, are nevertheless clearly recognizable as a pictorial, graphic, or sculptural work which can be visualized on paper, for example, or as a free-standing sculpture, as another example, independent of the shape of the article, i.e., the artistic features can be imagined separately and independently from the useful article without destroying the basic shape of the useful article. Examples include the carving on the back of a chair or pictorial matter engraved on a glass vase. The test of conceptual separability, however, is not

met by merely analogizing the general shape of a useful article to works of modern sculpture, since, in such a case, the alleged "artistic features" and the useful article cannot be perceived as having separate, independent existences. Further, where certain features are non-functional or could have been designed differently, if those features are an integral part of the overall shape or contour of the useful article, no registration is possible.

Because all of the elements of the work you deposited are either related to the utilitarian aspects or function, or are subsumed within the overall shape, contour, or configuration of the article, there is no physically or conceptually "separable" authorship as such. Consequently, we cannot register this claim. The nonrefundable filing fee has been applied to administrative costs.

The design for a useful article may be entitled to protection under federal patent law. For information about patent protection, go to www.uspto.gov.

Sandra Ware
Registration Specialist
Visual Arts
U.S. Copyright Office

This letter is for your information only; no response is necessary.

Enclosures:
Reply Sheet