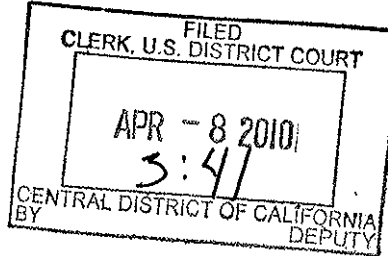


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7 Attorneys for Plaintiffs  
LUCASFILM LTD. and LUCASFILM  
8 ENTERTAINMENT COMPANY LTD

9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 WESTERN DIVISION

13 LUCASFILM LTD., a California  
14 corporation; and LUCASFILM  
15 ENTERTAINMENT  
16 COMPANY LTD., a California  
corporation;

17  
18 Plaintiffs,

19 v.

20 EZ2FLY, INC., a California corporation  
doing business as DIGITRONICS and  
21 WALKERAUSA.COM; PATRICK LE,  
an individual; GUANGZHOU  
22 WALKERA TECHNOLOGY CO.  
LIMITED, a Chinese business entity;

23 Defendants.  
24

Case **10 CV 10-02575-CBM**  
(VBK)

**COMPLAINT FOR**

- 1) **FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 501 et seq.);**
- 2) **FALSE DESIGNATION OF ORIGIN AND FALSE DESCRIPTION (15 U.S.C. § 1125(a))**
- 3) **FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. § 1114(1))**
- 4) **STATE COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION;**
- 5) **STATE STATUTORY UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§ 17200 et seq.)**
- 6) **CONSTRUCTIVE TRUST (Cal. Civ. Code § 2224)**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs, LUCASFILM LTD. and LUCASFILM ENTERTAINMENT  
2 COMPANY LTD. (collectively “Lucasfilm” or “Plaintiffs”), through their attorneys,  
3 complaining of defendants EZ2FLY, INC., doing business as DIGITRONICS and  
4 WALKERAUSA.COM, PATRICK LE, and GUANGZHOU WAKERA  
5 TECHNOLOGY CO. LIMITED, allege as follows:

6 **JURISDICTION AND VENUE**

7 1. This Court has jurisdiction over this matter pursuant to 17 U.S.C. § 501,  
8 15 U.S.C. § 1121, 28 U.S.C. § 1331, and § 1338. Venue in this district is proper  
9 pursuant to 28 U.S.C. § 1391(b)(2) and 1400i..

10 2. This Court has personal jurisdiction over Defendant because it resides in  
11 this judicial district.

12 **THE PARTIES**

13 3. Plaintiff Lucasfilm Ltd. is a California corporation with its principal  
14 place of business located at P.O. Box 29901, San Francisco, California 94129-0901.

15 4. Plaintiff Lucasfilm Entertainment Company Ltd., a wholly-owned  
16 subsidiary of Lucasfilm Ltd., is a California corporation with its principal place of  
17 business located at P.O. Box 29901, San Francisco, California 94129.

18 5. Defendant EZ2FLY, Inc. is a California corporation which does business  
19 as Digitronics and WALKERAUSA.COM and has a principal place of business at  
20 2646 Durfree Avenue, Suite 188, El Monte, California 91732.

21 6. Defendant Patrick Le, is an individual who does business at 2646 Durfree  
22 Avenue, Suite 188, El Monte, California 91732. Upon information and belief, Patrick  
23 Le is an executive in charge of defendant EZ2FLY, Inc.

24 7. Defendant Guangzhou Walkera Technology Co. Limited (hereinafter  
25 “Guangzhou Walkera”) is a Chinese business entity located in the Panyu district of  
26 Guangzhou which does business in this jurisdiction through its websites located at  
27 <http://walkerausa.com> and <http://walkera.com>. Defendant Guangzhou Walkera  
28 advertises and sells its products, including an infringing “X-WING” product in the

1 United States, including this jurisdiction, via these websites and via the Consumer  
2 Electronics Show held in Las Vegas, Nevada.

3 8. Upon information and belief, defendant Patrick Le is responsible for the  
4 day-to-day operations and management of, and is the active, conscious and moving  
5 force behind, defendant EZ2FLY, Inc. Upon information and belief Mr. Le also acts  
6 as the representative for Guangzhou Walkera in this jurisdiction.

7 9. Defendants EZ2FLY, Guangzhou Walkera, and Patrick Le are hereinafter  
8 collectively referred to as “Defendants”.

9 **PLAINTIFFS’ RIGHTS**

10 10. For over thirty years, Lucasfilm has been engaged in the production,  
11 distribution, and merchandising of motion pictures for theatrical exhibition, home  
12 entertainment, and other forms of distribution. Lucasfilm has produced some of the  
13 most famous motion pictures in history, including STAR WARS: Episode IV- A New  
14 Hope; STAR WARS: Episode V – The Empire Strikes Back; STAR WARS: Episode  
15 VI – Return of the Jedi; STAR WARS: Episode I – The Phantom Menace; STAR  
16 WARS: Episode II – Attack of the Clones; STAR WARS: Episode III – Revenge of  
17 the Sith (the STAR WARS films are referred to collectively herein as the “STAR  
18 WARS Motion Pictures”). The STAR WARS Motion Pictures are familiar to  
19 hundreds of millions of people in the United States and throughout the world. The  
20 STAR WARS Motion Pictures were an enormous success, generating record-breaking  
21 box office revenue. The “Star Wars” films have generated billions of dollars in  
22 revenue.

23 11. Lucasfilm is one of the world’s most successful creators and producers of  
24 theatrical motion pictures and has developed a reputation for producing films of the  
25 highest quality.

26 12. Lucasfilm exclusively owns or controls in the United States the  
27 copyrights and trademarks and other proprietary rights to the original creative images,  
28 music, text, and artwork directly associated with “Star Wars” (hereinafter collectively

1 referred to as the “STAR WARS Property”). Lucasfilm’s rights in and to its motion  
2 pictures including its rights in the STAR WARS Property are hereinafter collectively  
3 referred to as “Lucasfilm’s Copyrighted Works” and “Lucasfilm’s Trademarks,” as  
4 appropriate, and together referred to as the “Copyrighted Works and Trademarks.”  
5 Attached hereto as **Exhibit 1** are true and correct copies of a representative sample of  
6 certificates of registration for Lucasfilm’s federal copyrights, including the  
7 registration for the X-WING STARFIGHTER.

8       13. Among the famous elements of the STAR WARS Property is the “X-  
9 WING” STARFIGHTER. This fictional spacecraft was featured prominently in the  
10 STAR WARS Motion Pictures.

11       14. Lucasfilm oversees the manufacture, licensing, promotion, and sale of the  
12 consumer products associated with the STAR WARS Motion Pictures. The STAR  
13 WARS Mark is one of the strongest core brands in the entertainment industry and its  
14 licensing is renowned for its attention to detail and high quality.

15       15. Lucasfilm has authorized and licensed the manufacture and sale of  
16 numerous items, including but not limited to models and toys, bearing its Copyrighted  
17 Works and Trademarks, throughout the United States, and elsewhere in the world. As  
18 a result of such use and extensive licensing, the Copyrighted Works and Trademarks  
19 have become widely known and recognized in connection with Lucasfilm’s business  
20 and the STAR WARS Property. In addition, these Copyrighted Works and  
21 Trademarks are well known in connection with the products and services of  
22 Lucasfilm’s licensees. Both the STAR WARS Property and the names and depictions  
23 of the related characters have become well known and popular in close association  
24 with Lucasfilm, its business and its licensees, and thus have become highly valuable  
25 assets and symbols of the goodwill of Lucasfilm’s business.

26       16. Among its many licensed products are a variety of toys and models  
27 featuring the X-WING STARFIGHTER. The X-WING STARFIGHTER has also  
28 appeared in STAR WARS video games and stories based upon the STAR WARS

1 Motion Pictures. A true and correct copy of an image depicting the X-WING  
2 STARFIGHTER is attached hereto as **Exhibit 2**.

3 17. Lucasfilm is also the owner of trademark rights in its X-WING mark,  
4 which is the subject of two registrations with the United States Patent & Trademark  
5 Office, Registration Nos. 1,888,621, and 2,562,185, for among other things computer  
6 games. True and correct copies of printouts from the United States Patent &  
7 Trademark Office, reflecting these certificates of registration, are attached hereto as  
8 **Exhibit 3**.

9 18. The success of the STAR WARS Property, including the X-WING  
10 STARFIGHTER, has been such a phenomenon that a model of the famous X-WING  
11 STARFIGHTER was among 250 STAR WARS related items on display at the  
12 National Air and Space Museum celebrating the franchise's twentieth anniversary.

13 19. The STAR WARS Property has proved to be a successful licensing and  
14 merchandising venture, with billions of dollars in revenue from sales of licensed  
15 merchandise worldwide.

### 16 17 Defendants' Unauthorized Conduct

18 20. Defendants have been advertising, distributing, offering for sale, and  
19 selling unauthorized merchandise bearing and based upon the STAR WARS Property.

20 21. Specifically, Defendants are or have been engaged in the advertising,  
21 distribution, offering for sale, and sale of a remote control toy which replicates  
22 virtually identically the famous X-WING design prominently featured in the STAR  
23 WARS Property. These advertisements have been made online, including at  
24 Defendants' website located at <http://www.digitronics.com> and at trade shows. True  
25 and correct copies of images of the item advertised and offered for sale by the  
26 defendants are attached hereto as **Exhibit 4**. This item is hereinafter referred to as the  
27 "Infringing Product".  
28

1           22. Upon information and belief, the Infringing Product advertised and sold  
2 by all of the Defendants was manufactured or caused to be manufactured by defendant  
3 Guangzhou Walkera, and advertised and marketed by Guangzhou Walkera under the  
4 mark "X-WING".

5           23. Defendants Le and EZ2FLY identify the Infringing Product using the  
6 name "RXC4-Star Stryker". Upon information and belief, Defendants Le and  
7 EZ2FLY obtained the Infringing Product from Guangzhou Walkera, and operate as  
8 Guangzhou's United States distributor for this product.

9           24. Defendant Le and EZ2FLY's advertisements for the sale of Infringing  
10 Product have also featured infringements of the STAR WARS Property. Upon  
11 information and belief, these defendants have utilized the famous STAR WARS Main  
12 Theme and Imperial March music in their advertisements at trade shows and online in  
13 order to attract purchasers to these infringing items and to confuse consumers as to  
14 these defendants' association with Plaintiffs.

15           25. More specifically, in January 2010, Defendants Le and EZ2FLY  
16 participated in the world famous Consumer Electronics ("CES") show in Las Vegas in  
17 order to advertise, market, and sell their Infringing Product to consumers and those in  
18 the consumer electronics trade. Upon information and belief, Defendant Guangzhou  
19 Walkera also marketed its products at this CES show.

20           26. At their CES trade booth, defendants Le and EZ2FLY performed  
21 demonstrations of the Infringing Product and played a recording of the famous STAR  
22 WARS Main Theme and/or Imperial March. Upon information and belief,  
23 Defendants played this STAR WARS music with the intent to convince CES  
24 attendees, i.e. those in the trade and consumers, that the Infringing Product was  
25 associated with the STAR WARS Property, when in fact it was not. Upon  
26 information and belief, Defendants sold units of the Infringing Product at CES.

1 27. Defendants Le and EZ2FLY also created and posted online, including on  
2 YouTube.com, videos advertising their unauthorized product. These video featured  
3 the STAR WARS music and the Infringing Product.

4 28. Defendants' attempt to convince consumers of the association between  
5 their Infringing Product, and the STAR WARS Property was successful. Articles  
6 discussing the product identify it as an "X-Wing fighter helicopter."

7 29. Following CES, Plaintiffs contacted defendants Le and EZ2FLY to  
8 demand that they cease and desist distributing their Infringing Product and  
9 advertising. Defendant Le admitted that he was aware that the Infringing Product was  
10 a copy of the STAR WARS Property, and claimed that he had only had ten units of  
11 the Infringing Product in his possession, all of which were destroyed or given away at  
12 CES.

13 30. Upon information and belief, Defendants still have units of the Infringing  
14 Product in their possession, and have not given away or destroyed all of the units of  
15 this item which were in their possession.

16 31. Lucasfilm never authorized Defendants to use its STAR WARS Property,  
17 including the Copyrighted Works and Trademarks associated with the STAR WARS  
18 Property. Defendants have acted with willful and intentional disregard of Plaintiffs'  
19 copyrighted Works and trademarks and Plaintiffs have sustained substantial damage  
20 as a result thereof.

21 **FIRST CLAIM FOR RELIEF**  
22 **[AGAINST ALL DEFENDANTS]**  
23 **(Federal Copyright Infringement)**  
24 **[17 U.S.C. § 501]**

25 32. Plaintiffs repeat and reallege all of the allegations contained in the  
26 preceding paragraphs of this Complaint as though the same were fully rewritten  
27 herein.  
28

1           33. Upon information and belief, long after Plaintiffs' adoption and use of  
2 the Copyrighted Works on a diverse range of products, and after Plaintiffs obtained  
3 the aforementioned federal copyright registrations, Defendants have adopted and used  
4 likenesses of Plaintiffs' Copyrighted Works as fully set forth in **Exhibit 1** attached  
5 hereto, without Plaintiffs' consent, by distributing, advertising, selling, and/or offering  
6 for sale the Infringing Product which was never authorized at any time by Plaintiffs.

7           34. Defendants have caused the Infringing Product to enter into commerce  
8 and/or to be transported or used in commerce. Defendants are not authorized by  
9 Plaintiffs, or any authorized agent of Plaintiffs, to distribute, advertise, sell, or offer  
10 for sale the Infringing Product. Defendants are currently engaged in such use and  
11 unless enjoined by this Court will continue such use.

12           35. Defendants Le and EZ2FLY have also reproduced, performed, and  
13 created derivative works based on Plaintiffs' Copyrighted Works, specifically, the  
14 STAR WARS Main Theme and Imperial March music.

15           36. At all relevant times, Plaintiffs owned or controlled all right, title, and  
16 interest to merchandise and license federal copyrights in connection with the STAR  
17 WARS Property (hereinafter referred to as "Federal Copyrights").

18           37. Plaintiffs have complied in all respects with Title 17 of the United States  
19 Code, secured the exclusive rights and privileges in and to the above-referenced  
20 copyrights, and in compliance with the law has received from the Register of  
21 Copyrights the appropriate certificates of registration, which constitute prima facie  
22 evidence of the validity of the copyrights and of the facts stated in the certificates.

23           38. After the dates of registration of the above-referenced copyrights and  
24 continuing to date, Defendants have alone, or in concert with each other, infringed or  
25 have contributed to the infringement of Plaintiffs' Federal Copyrights by distributing,  
26 selling, and/or offering for sale, without Plaintiffs' consent, the Infringing Product  
27 which copies or bears a substantial similarity to Plaintiffs' Federal Copyrights.  
28



1           39. Defendants' Le and EZ2FLY marketed, advertised, and sold the  
2 Infringing Product the STAR WARS Main Theme and Imperial March music.

3           40. Upon information and belief, Defendants engaged and continue to engage  
4 in conduct which is done willfully and with knowledge of Lucasfilm's Federal  
5 Copyrights.

6           41. Plaintiffs have been damaged by, and Defendants have profited from,  
7 Defendants' wrongful conduct in an amount to be proven at trial.

8           42. Plaintiffs have no adequate remedy at law. Defendants' conduct has  
9 caused and, if not enjoined, will continue to cause irreparable damage to Plaintiffs'  
10 rights in its Federal Copyrights.

11                           **SECOND CLAIM FOR RELIEF**

12                           **[AGAINST ALL DEFENDANTS]**

13                           **(False Designation of Origin and False Description)**

14                           **[15 U.S.C. § 1125(a)]**

15           43. Plaintiffs repeat and reallege all of the allegations contained in the  
16 preceding paragraphs of this Complaint as though the same were fully rewritten  
17 herein.

18           44. Plaintiffs' Trademarks, including the X-WING mark and design of its X-  
19 WING STARFIGHTER, as set forth in the preceding paragraphs hereof, are  
20 distinctive, have been used throughout the United States and worldwide, and are well  
21 known to the trade and members of the purchasing public. The public generally  
22 associates and identifies Plaintiffs' Trademarks with Plaintiffs.

23           45. All Defendants have used the X-WING STARFIGHTER design to  
24 advertise and sell their unauthorized INFRINGING PRODUCT.

25           46. Defendants Le and EZ2FLY have also used the famous STAR WARS  
26 Main Theme and Imperial March to advertise and sell their unauthorized Infringing  
27 Product.

28

1           47. Defendant Guangzhou Walkera has also used the X-WING trademark to  
2 advertise and sell its unauthorized Infringing Product.

3           48. Defendants' having engaged in the distribution, advertisement, sale, offer  
4 for sale, and/or other use of the Infringing Product bearing Plaintiffs' Trademarks  
5 constitutes false designation of origin or sponsorship of said products and tends  
6 falsely to represent that said item originates from Plaintiffs or has been sponsored,  
7 approved, or licensed by Plaintiffs or are in some way affiliated or connected with  
8 Plaintiffs. Such conduct of Defendants is likely to confuse, mislead, and deceive  
9 Defendants' customers, purchasers, and members of the public as to the origin of said  
10 Plaintiffs' Trademarks or cause said persons to believe that Defendants' infringing  
11 items and/or Defendants have been sponsored, approved, authorized, or licensed by  
12 Plaintiffs or are in some way affiliated or connected with Plaintiffs, all in violation of  
13 15 U.S.C. § 1125(a).

14           49. Defendants' actions were done willfully with full knowledge of the  
15 falsity of such designations of origin and false descriptions or representations, and  
16 with the express intent to cause confusion, and to mislead and deceive the purchasing  
17 public.

18           50. Plaintiffs have been damaged by, and Defendants have profited from,  
19 Defendants' wrongful conduct in an amount to be proven at trial.

20           51. Plaintiffs have no adequate remedy at law. The conduct of Defendants  
21 described above, has caused and, if not enjoined, will continue to cause irreparable  
22 damage to the rights of Plaintiffs in their trademarks, and to the businesses, reputation,  
23 and goodwill of Plaintiffs.

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**THIRD CLAIM FOR RELIEF**  
**[AGAINST DEFENDANT GUANGZHOU WALKERA]**  
**(Federal Trademark Infringement)**  
**[15 U.S.C. § 1114(1)]**

52. Plaintiffs repeat and reallege all of the allegations contained in the preceding paragraphs of this Complaint as though the same were fully rewritten herein.

53. Defendant Guangzhou Walkera has used and continues to use in commerce a reproduction, copy, or colorable imitation of Plaintiffs' registered X-WING mark in connection with the sale, offering for sale, distribution, or advertising of goods on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive.

54. Defendant Guangzhou Walkera has and continues to reproduce, copy, or colorably imitate Plaintiffs' registered X-WING mark and apply such reproduction, copy, or colorable imitation to labels, signs, prints, packages, wrappers, receptacles or advertisements intended to be used in commerce upon or in connection with the sale, offering for sale, distribution, or advertising of goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive.

55. The conduct of Defendant Guangzhou Walkera as alleged herein has been undertaken willfully and maliciously, and with full knowledge and in conscious disregard of Plaintiffs' rights. The conduct of Defendant Guangzhou Walkera has caused and will continue to cause Plaintiffs irreparable harm for which there is no adequate remedy at law, and is also causing damage to Plaintiffs in an amount which cannot be accurately computed at this time but will be proven at trial.

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1 **FOURTH CLAIM FOR RELIEF**  
2 **[AGAINST ALL DEFENDANTS]**

3 **(State Common Law Trademark Infringement**  
4 **and Unfair Competition)**

5 56. This claim arises under the common law of California. This Court has  
6 jurisdiction over the subject matter of this claim pursuant to the provisions of 28  
7 U.S.C. § 1338(b), this being a claim of unfair competition joined with a substantial  
8 and related claim under the Copyright and trademark laws of the United States, and  
9 under 28 U.S.C. § 1367.

10 57. Plaintiffs repeat and reallege all of the allegations contained in the  
11 preceding paragraphs of this Complaint as though the same were fully rewritten  
12 herein.

13 58. Plaintiffs are the owners of rights, title, and interest in and to the  
14 distinctive trade names, trademarks, designs, symbols, and logos used by Plaintiffs,  
15 including the X-WING STARFIGHTER design and X-WING trademark, by virtue of  
16 their extensive manufacture and sales of various items, including but not limited to  
17 toys and models bearing such trade names, trademarks, designs, symbols, and logos  
18 (collectively “Common Law Trademarks”) as set forth in the preceding paragraphs of  
19 this Complaint.

20 59. The Infringing Product incorporates matter constituting replicas and  
21 imitations of Plaintiffs’ Common Law Trademarks. Such unauthorized use and/or  
22 contribution to such use by Defendants of Plaintiffs’ Common Law Trademarks  
23 constitutes trademark infringement and unfair competition, and is likely to cause  
24 confusion and mistake in the minds of the trade and the purchasing public as to the  
25 source of the products and to cause purchasers to believe such products are authentic  
26 products of Plaintiffs, when, in fact, they are not.

27 60. Upon information and belief, Defendants intentionally appropriated one  
28 or more of Plaintiffs’ Common Law Trademarks with the intent of causing confusion,

1 mistake, and deception as to the source of their goods and with the intent to palm off  
2 their goods as those of the Plaintiffs and to place others in the position to palm off  
3 their goods as those of Plaintiffs, and as such, Defendants have committed trademark  
4 infringement and unfair competition under the common law.

5 61. By such actions in infringing and/or contributing to infringement of  
6 Plaintiffs' Common Law Trademarks, Defendants are improperly trading upon the  
7 reputation and goodwill of Plaintiffs and are impairing Plaintiffs' valuable rights in  
8 and to such trademarks.

9 62. As set forth above, upon information and belief, the activities of  
10 Defendants complained of herein constitute willful and intentional acts of  
11 infringement of Plaintiffs' Common Law Trademarks and unfair competition.

12 63. Plaintiffs have no adequate remedy at law. The conduct of Defendants  
13 has caused and, if not enjoined, will continue to cause irreparable damage to the rights  
14 of Plaintiffs in their trademarks and to the businesses, reputation, and goodwill of  
15 Plaintiffs.

16 **FIFTH CLAIM FOR RELIEF**

17 **[AGAINST ALL DEFENDANTS]**

18 **(State Statutory Unfair Competition)**

19 **[Cal. Bus. & Prof. Code §§ 17200 et seq.]**

20 64. This claim arises under California Business and Professions Code  
21 sections 17200 *et seq.* and the common law of the state. This Court has jurisdiction  
22 over the subject matter of this claim pursuant to the provisions of 28 U.S.C. § 1338(b),  
23 this being a claim of unfair competition joined with a substantial and related claim  
24 under the Copyright and trademark laws of the United States, and under 28 U.S.C. §  
25 1367.

26 65. Plaintiffs repeat and reallege all of the allegations contained in the  
27 preceding paragraphs of this Complaint as though the same were fully rewritten  
28 herein.

1           66. Plaintiffs state, upon information and belief and thereupon allege, that  
2 Defendants have intentionally appropriated one or more of Plaintiffs' Common Law  
3 Trademarks with the intent of causing confusion, mistake, and deception as to the  
4 source of their goods with the intent to palm off their goods as those of Plaintiffs and  
5 to place others in the position to palm off their goods as those of Plaintiffs, and as  
6 such, Defendants have committed unfair competition under the common law and  
7 unfair competition pursuant to California Business and Professions Code  
8 sections 17200 *et seq.*

9           67. Plaintiffs state, upon information and belief and thereupon allege, that the  
10 acts of Defendants have violated the unfair competition laws of the State of California  
11 and specifically California Business and Professions Code sections 17200 *et seq.*

12           68. Plaintiffs have no adequate remedy at law. The conduct of Defendants  
13 has caused and, if not enjoined, will continue to cause, Plaintiffs irreparable harm and  
14 damage in their businesses, reputations, and good will.

15                                   **SIXTH CLAIM FOR RELIEF**  
16                                   **[AGAINST ALL DEFENDANTS]**  
17                                   **(Constructive Trust)**  
18                                   **[Cal. Civ. Code § 2224]**  
19                                   **[Applicable to All Defendants]**

20           69. This claim arises under California Civil Code section 2224 and the  
21 common law of the State of California. This Court has jurisdiction over the subject  
22 matter of this claim pursuant to the provisions of 28 U.S.C. § 1338(b), this being a  
23 claim of constructive trust joined with a substantial and related claim under the  
24 Copyright and trademark laws of the United States, and under 28 U.S.C. § 1367.

25           70. Plaintiffs repeat and reallege all of the allegations contained in the  
26 preceding paragraphs of this Complaint as though the same were fully rewritten  
27 herein.  
28

1 71. Plaintiffs state, upon information and belief and thereupon allege, that  
2 Defendants own and/or possess tangible real and/or personal properties and assets  
3 including, but not limited to, bank, savings, and/or other financial accounts, consisting  
4 of and/or obtained by profit derived from the Defendants' unauthorized advertisement,  
5 distribution, and/or sale of Infringing Product.

6 72. Plaintiffs are entitled to the profits Defendants derived from the  
7 infringement of Plaintiffs' copyrights and trademarks under 17 U.S.C. § 504(b), 15  
8 U.S.C. § 1114(1), and 15 U.S.C. § 1125(a).

9 73. Plaintiffs have no adequate remedy at law and have suffered irreparable  
10 harm and damage as a result of Defendants' acts. Defendants hold those tangible real  
11 and/or personal properties and assets consisting of and/or obtained by profit derived  
12 from Defendants' infringements as constructive trustees for the benefit of Plaintiffs, in  
13 an amount thus far not determined.

14  
15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs demand judgment against the Defendant as follows::

17 1. That Defendants, their agents, servants, employees, representatives,  
18 successors, and assigns, and all persons, firms, or corporations in active concert or  
19 participation with said Defendants, be immediately and permanently enjoined from:

20 (a) distributing, advertising, offering for sale, or selling the Infringing  
21 Product;

22 (b) directly or indirectly infringing and/or contributing to the  
23 infringement of the above described Copyrighted Works and Trademarks  
24 of Plaintiffs in any manner, including generally, but not limited to  
25 manufacturing, distributing, advertising, selling, and/or offering for sale  
26 any merchandise which infringes Plaintiffs' Copyrighted Works and  
27 Trademarks, and specifically:  
28

1 (1) manufacturing, advertising, distributing, selling, and/or  
2 offering for sale said products or any other unauthorized items,  
3 which picture, reproduce, or utilize the likenesses of or which copy  
4 or bear a substantial similarity to any of Plaintiffs' Copyrighted  
5 Works and Trademarks; or

6 (2) manufacturing, advertising, distributing, selling, or offering  
7 for sale or in connection thereto any unauthorized promotional  
8 materials, which picture, reproduce, or utilize the likenesses of, or  
9 which bear substantial similarity to, any of Plaintiffs' Copyrighted  
10 Works and Trademarks;

11 (c) engaging in any conduct and/or contributing to any conduct that  
12 tends falsely to represent that, or is likely to confuse, mislead, or deceive  
13 purchasers, Defendants' customers, and/or members of the public to  
14 believe that the actions of Defendants, the products sold by Defendants,  
15 or Defendants themselves are connected with Plaintiffs, are sponsored,  
16 approved, or licensed by Plaintiffs, or are in some way connected or  
17 affiliated with Plaintiffs;

18 (d) affixing, applying, annexing and using in connection with the  
19 manufacture, distribution, advertisement, sale, and/or offer for sale or  
20 other use of any goods or services, a false description or representation,  
21 including words or other symbols, tending to falsely describe or represent  
22 such goods as being those of Plaintiffs;

23 (e) otherwise competing unfairly with Plaintiffs in any manner;

24 (f) destroying or otherwise disposing of:

25 (1) merchandise falsely bearing Plaintiffs' Copyrighted Works  
26 and Trademarks, including the Infringing Product;

27 (2) any other items which reproduce, copy, counterfeit, imitate,  
28 or bear any of Plaintiffs' trademarks, trade names, logos, or



1 designs, or which picture, reproduce, or utilize the likenesses of or  
2 copy or bear a substantial similarity to any of Plaintiffs'

3 Copyrighted Works and Trademarks;

4 (3) any promotional and advertising material labels, packages,  
5 wrappers, containers, and any other unauthorized items which  
6 reproduce, copy, counterfeit, imitate, or bear any of Plaintiffs'  
7 trademarks, trade names, logos, or designs, or which picture,  
8 reproduce, or utilize the likenesses of or copy or bear a substantial  
9 similarity to any of Plaintiffs' Copyrighted Works and

10 Trademarks;

11 (4) any molds, screens, patterns, plates, or negatives used  
12 specifically for making or manufacturing products bearing  
13 Plaintiffs' trademarks, trade names, logos, or designs, or which  
14 picture, reproduce, or utilize the likenesses of or copy or bear a  
15 substantial similarity to any of Plaintiffs' Copyrighted Works and

16 Trademarks;

17 (5) any sales and supplier or customer journals, ledgers,  
18 invoices, purchase orders, inventory control documents, bank  
19 records, catalogues, recordings of any type whatsoever, and all  
20 other business records and documents believed to concern the  
21 manufacture, purchase, advertising, sale, or offering for sale of  
22 Defendants' infringing products, including their RCX4 – Star  
23 Stryker item; and

24 (g) Effecting assignments or transfers, forming new entities or  
25 associations or utilizing any other device for the purpose of  
26 circumventing or otherwise avoiding the prohibitions set forth in  
27 subparagraphs (a) – (f) herein.  
28

1           2.     That Plaintiff be awarded damages for Defendant's copyright  
2 infringement as: (i) Defendants' profits derived from their unlawful infringement of  
3 Plaintiffs' copyrighted works; or (ii) statutory damages for each act of infringement in  
4 an amount provided by law, as set forth in 17 U.S.C. § 504, at Plaintiff's election  
5 before the entry of a final judgment, together with prejudgment and post-judgment  
6 interest;

7           3.     That Defendants account for and pay over to Plaintiffs all damages  
8 sustained by Plaintiffs and profits realized by Defendants by reason of Defendants'  
9 unlawful acts herein alleged and that those profits be increased as provided by law;

10          4.     That Defendants account for and pay over to Plaintiffs in accordance  
11 with California law, all damages sustained by Plaintiffs and profits realized by  
12 Defendants by reason of Defendants' unlawful acts herein alleged and that those  
13 profits be increased as provided by law;

14          5.     That Defendants are holding, as constructive trustees for the benefit of  
15 Plaintiffs, any and all personal and/or real properties and assets consisting of and/or  
16 obtained by profits derived from Defendants' infringing activities, and that Plaintiffs  
17 be granted possession of these properties;

18          6.     That Plaintiffs recover the costs of this action together with reasonable  
19 attorneys' and investigators' fees and prejudgment interest in accordance with 15  
20 U.S.C. § 1117 and 17 U.S.C. § 505;

21          7.     That Defendants, within thirty days after the service of the judgment  
22 herein, be required to file with this Court and serve upon Plaintiffs' attorneys, a  
23 written report under oath setting forth in detail the manner in which they have  
24 complied with the judgment;

25          8.     That this Court retain jurisdiction of this action for the purpose of  
26 enabling Plaintiffs to apply to the Court at any time for such further orders and

27 ///

28 ///

1 interpretation or execution of any order entered in this action, for the modification of  
2 any such order, for the enforcement or compliance therewith and for the punishment  
3 of any violations thereof; and

4 9. That the Court grant Plaintiffs such other and further relief as it deems  
5 just and equitable to make Plaintiffs whole for the damage caused by Defendants.

6  
7  
8 Dated: April 8, 2010

By: 

Anthony M. Keats  
Keats McFarland & Wilson LLP  
Attorneys for Plaintiffs  
LUCASFILM LTD. and LUCASFILM  
ENTERTAINMENT COMPANY LTD

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14  
15 **JURY DEMAND**

16  
17 Plaintiff respectfully requests a jury trial on all issues triable set forth in this  
18 Complaint.  
19

20  
21  
22 Dated: April 8, 2010

By: 

Anthony M. Keats  
Keats McFarland & Wilson LLP  
Attorneys for Plaintiffs  
LUCASFILM LTD. and LUCASFILM  
ENTERTAINMENT COMPANY LTD

**Lucasfilm Ltd., et al. v. EZ2FLY, Inc. d/b/a Digitronics, et al.**  
**U.S. District Court, Central District of California**  
**Case No. CV 10-02575 CBM (VBKx)**

**COMPLAINT**

**EXHIBIT 1**