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Attorneys for Plaintiffs Lucasfilm Ltd. LLC and
7 Lucasfilm Entertainment Company Ltd. LLC

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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

11 Lucasfilm Ltd. LLC and Lucasfilm
12 Entertainment Company Ltd. LLC,

13 Plaintiffs,

14 vs.

15 Michael Brown a/k/a Flynn Michael a/k/a
16 Flynn, an individual and d/b/a New York Jedi,
Lightsaber Academy and Thrills and Skills;
17 Thrills and Skills, Inc.; Lightsaber Academy,
Inc.; and Does 1 through 10, inclusive,

18 Defendants.

Case No.

**COMPLAINT FOR TRADEMARK
INFRINGEMENT; UNFAIR
COMPETITION; DILUTION;
CYBERSQUATTING; STATE LAW
UNFAIR COMPETITION; STATE LAW
DILUTION**

DEMAND FOR JURY TRIAL

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20 Plaintiffs Lucasfilm Ltd. LLC and Lucasfilm Entertainment Company Ltd. LLC
21 (hereinafter collectively “Lucasfilm” or “Plaintiffs”) by their undersigned attorney, allege on
22 knowledge as to their own acts, and otherwise on information and belief as follows:

23 **A. Introduction**

24 1. Plaintiffs file this action to protect against infringement of their intellectual
25 property rights, including but not limited to their ownership of the trademarks “JEDI” and
26 “LIGHTSABER.”

27 2. Defendants own and operate businesses that advertise and sell “Lightsaber”
28 classes and “Lightsaber” teaching certifications as well as patches, apparel and other products and

1 services that use Plaintiffs' distinctive elements and logos intentionally and without authorization
2 ("Infringing Activities").

3 **B. Jurisdiction and Venue**

4 3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331
5 and 1338, as Plaintiffs' claims arise under the Lanham Act, as amended, 15 U.S.C. § 1051, *et seq.*
6 The remaining causes of action for unfair competition and trademark dilution arise under
7 California state law. The Court has jurisdiction over these substantial and related claims pursuant
8 to 28 U.S.C. § 1338(b) and § 1367.

9 4. Venue is proper within the Northern District of California pursuant to 28
10 U.S.C. §§ 1391(b) and 1400(a).

11 5. This case is an intellectual property action subject to a district-wide
12 assignment pursuant to the Court's Assignment Plan.

13 **C. Lucasfilm Plaintiffs**

14 6. Plaintiffs Lucasfilm Ltd. LLC and Lucasfilm Entertainment Company Ltd.
15 LLC are limited liability companies, each duly organized and existing under the laws of the State
16 of California, and each having its principal place of business in San Francisco, California. The
17 location of Lucasfilm's principal place of business in this judicial district is well known by fans
18 and other individuals worldwide, including Defendants.

19 7. Lucasfilm and certain of its affiliated entities are engaged in the business of
20 merchandising and licensing of distinctive characters and elements associated with their motion
21 pictures and television programs, including, without limitation, characters, elements and logos
22 associated with its *Star Wars* franchise, across a wide variety of goods and services.

23 8. Lucasfilm owns trademarks including common law rights, trade names,
24 registrations, and/or registration applications (collectively, the "Lucasfilm Trademarks") that
25 incorporate and/or refer to the artwork, characters, and other distinctive elements associated with
26 Lucasfilm's motion pictures and television programs.

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1 9. The Lucasfilm Trademarks include, but are not limited to, “JEDI”
2 “LIGHTSABER” and the distinctive logo of the Jedi Order, an organization featured in the *Star*
3 *Wars* franchise.

4 10. Lucasfilm holds the rights to develop, manufacture, market, license and sell
5 products and services featuring the Lucasfilm Trademarks. Lucasfilm possesses numerous federal
6 registrations covering the Lucasfilm Trademarks. A representative collection of such trademark
7 registrations is identified in Exhibit A.

8 11. As a result of widespread advertising and sales by Lucasfilm and their
9 licensees, together with longstanding consumer recognition, the Lucasfilm Trademarks are widely
10 recognized as source-identifiers of, and for, authorized Lucasfilm products and services. The
11 Lucasfilm Trademarks are each either inherently distinctive and/or have acquired secondary
12 meaning in the minds of consumers. All authorized merchandising and licensing of the Lucasfilm
13 Trademarks is subject to Lucasfilm’s control over the quality of the licensed goods and services.

14 **D. Defendants**

15 12. Defendant Michael Brown a/k/a Flynn Michael a/k/a Flynn (“Brown”) is an
16 individual who resides in Oakland, California, and who does business in this judicial district under
17 the names New York Jedi, Lightsaber Academy, and Thrills and Skills and under various websites
18 including but not limited to www.NewYorkJedi.com, www.NYJedi.com,
19 www.LightsaberAcademy.com, www.LightsaberGuild.club, and www.LightsaberGuild.com
20 (“Defendants’ Domains”).

21 13. Brown supervises or controls the Infringing Activities alleged herein, has a
22 direct financial interest in the Infringing Activities, and is the moving and conscious force behind
23 the Infringing Activities. In addition or alternatively, Brown had knowledge or reason to know of
24 the Infringing Activities and took actions that contributed to these activities.

25 14. Defendant Thrills and Skills, Inc. is a designation used by Brown, the legal
26 status of which is not known. Thrills and Skills, Inc. is subject to the jurisdiction of this Court and
27 is manufacturing, promoting, distributing, advertising and/or selling merchandise and/or services
28 that infringe the Lucasfilm Trademarks within this judicial district.

1 15. Defendant Lightsaber Academy, Inc. is a designation used by Brown and is
2 a Delaware corporation. Lightsaber Academy, Inc. is subject to the jurisdiction of this Court and
3 is manufacturing, promoting, distributing, advertising and/or selling merchandise and/or services
4 that infringe the Lucasfilm Trademarks within this judicial district.

5 16. On information and belief, Does 1 – 10 are either entities or individuals
6 who are residents of or present in this judicial district, and are subject to the jurisdiction of this
7 Court. The identities of the various Does are unknown to Plaintiffs at this time. The Complaint
8 will be amended to include the names of such individuals when identified. The named defendants
9 and Does 1 – 10 are hereinafter collectively referred to as “Defendants.”

10 **E. Defendants’ Infringing Conduct**

11 17. Defendants are in the business of promoting, producing, offering for sale
12 and selling unauthorized “Lightsaber” classes, which purport to teach students how to use
13 “Lightsabers” and/or perform as “Jedi.”

14 18. Defendants are also in the business of promoting, producing, offering for
15 sale and selling Instructor Certifications and Director Certifications that purport to license others
16 to offer additional “Lightsaber” classes.

17 19. Defendants regularly use the Lucasfilm Trademarks without authorization
18 in connection with their businesses. Among other infringing activities, Defendants use a logo
19 (“Defendants’ Infringing Logo”) that is nearly identical, and confusingly similar, to Lucasfilm’s
20 trademark Jedi Order logo. As shown in the table below, Defendants’ Infringing Logo, like
21 Lucasfilm’s trademark Jedi Order logo, is round in shape, with six wing-like shapes curving
22 upward (three per side), and an eight-pointed star featuring elongated top and bottom points
23 stretched into a vertical line.

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DEFENDANTS' INFRINGING LOGO	LUCASFILM'S TRADEMARK JEDI ORDER LOGO
	

20. Defendants promote, offer for sale, and/or sell merchandise including patches and apparel (collectively, "Defendants' Merchandise"). Defendants' Merchandise features the Lucasfilm Trademarks and Defendants' Infringing Logo, despite its confusing similarity to Lucasfilm's trademark Jedi Order logo.

21. Defendants engage in, promote, and offer the Infringing Activities for sale via websites including: www.LightsaberAcademy.com, www.NewYorkJedi.com, www.LightsaberAcademy.com, www.LightsaberGuild.club, and www.LightsaberGuild.com. These website domain names infringe the Lucasfilm Trademarks.

F. Defendants Have Willfully Continued Their Infringing Activities Despite Receiving Cease and Desist Letters From Lucasfilm

22. Defendants have repeatedly sought license or authority from Lucasfilm to engage in the Infringing Activities.

1 representations of fact, in violation of 15 U.S.C. § 1125(a), in that, among other things, such uses
2 are likely to cause confusion, deception and mistake among the consuming public and trade as to
3 the source, approval, connection, association, or sponsorship of the goods and services distributed,
4 sold and offered for sale by Defendants bearing infringements of the Lucasfilm Trademarks.

5 38. Defendants' acts complained of herein are willful and intentional within the
6 meaning of 15 U.S.C. § 1114 and § 1117, and have been and continue to be engaged in with the
7 intention of trading upon the valuable goodwill associated with the Lucasfilm Trademarks, or
8 otherwise injuring Plaintiffs.

9 39. Defendants' conduct has damaged Plaintiffs in an amount to be determined
10 at trial, and has caused and will continue to cause irreparable injury to Plaintiffs, for which
11 Plaintiffs have no adequate remedy at law. As such, Plaintiffs seek injunctive relief pursuant to 15
12 U.S.C. § 1116, as well as actual damages and Defendants' profits pursuant to 15 U.S.C. § 1117(a),
13 and their reasonable attorneys' fees in prosecuting this action pursuant to 15 U.S.C. § 1117(a).
14 Further, because Defendants' conduct has been and continues to be willful, Plaintiffs seek an
15 enhanced damages award pursuant to 15 U.S.C. § 1117(a).

16 **THIRD CLAIM FOR RELIEF**

17 **(For Federal Trademark Dilution)**

18 40. Plaintiffs repeat and reallege all of the allegations contained in paragraphs 1
19 through 39, inclusive, as though set forth herein in full.

20 41. As a result of Plaintiffs' continuous promotion of its products and services
21 in connection with the Lucasfilm Trademarks, the Lucasfilm Trademarks have become recognized
22 as distinctive and famous.

23 42. Defendants' use in commerce of the infringing marks began well after the
24 Lucasfilm Trademarks had become famous and has caused dilution of the distinctive quality of the
25 trademarks. Such conduct has caused injury to Plaintiffs pursuant to 15 U.S.C. § 1125(c).

26 43. Such dilution has occurred as a direct result of Defendants' advertising and
27 promotion, through various channels, including but not limited to Defendants' Domains and other
28 accounts, of the infringing marks on or in connection with unauthorized goods and services.

1 infringing the Lucasfilm Trademarks and be prohibited from re-applying for any trademarks
2 infringing Plaintiffs' rights in the future.

3 D. Directing that the registries for Defendants' Domains prevent the
4 registration of new infringing domain names by Defendants and renewal of Defendants' Domains
5 or, at Plaintiffs' election, transfer any domain names used by Defendants to engage in their
6 infringement to Plaintiffs' control, so they may no longer be used for illegal purposes.

7 E. That Plaintiffs be awarded their damages as well as profits realized by
8 Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of
9 damages for infringement of Plaintiffs' Trademarks be increased by a sum not exceeding three
10 times the amount thereof as provided by law.

11 F. In the alternative to actual damages and profits, that Plaintiffs be awarded
12 statutory damages as may be proper under 15 U.S.C. § 1117, up to the maximum amount of
13 \$2,000,000 for each of Plaintiffs' Trademarks infringed by Defendant.

14 G. Awarding to Plaintiffs the full amount of exemplary and punitive damages
15 available under California law.

16 H. That Plaintiffs be awarded their costs and reasonable attorneys' fees
17 incurred in this action.

18 I. That Plaintiffs be awarded pre-judgment interest on their judgment.

19 J. That Plaintiffs have such other and further relief as the Court may deem
20 equitable, proper and just.

21

22 DATED: October 14, 2016

MUNGER, TOLLES & OLSON LLP

KELLY M. KLAUS

LAURA K. LIN

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By: /s/ Laura K. Lin

Laura K. Lin

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Attorney for Plaintiffs Lucasfilm Ltd. LLC and
Lucasfilm Entertainment Company Ltd. LLC

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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs hereby demand a jury trial in this action.




DATED: October 14, 2016

MUNGER, TOLLES & OLSON LLP




By: /s/ Laura K. Lin
 Laura K. Lin
Attorney for Plaintiffs Lucasfilm Ltd. LLC, and
Lucasfilm Entertainment Company Ltd. LLC

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EXHIBIT A

Trademark	Trademark Reg. No.
JEDI TRAINING ACADEMY	3368034
JEDI	2823661
JEDI	3794988
JEDI	2858244
JEDI	2595365
LIGHTSABER	1126220
LIGHTSABER	2772052
STAR WARS	1127229
STAR WARS	1371389
STAR WARS	2487818
STAR WARS	2487815
STAR WARS	2534385
STAR WARS	2598203
STAR WARS	2573978
	3503765
MAY THE 4TH BE WITH YOU	4605773
	4356848
	4330969

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	<p>3773551</p>
	<p>3662015</p>
	<p>3670987</p>
<p>STAR WARS THE OLD REPUBLIC</p>	<p>4150395</p>
<p>STAR WARS THE CLONE WARS</p>	<p>4257889</p>
<p>STAR WARS REBELS</p>	<p>4782447</p>
<p>STAR WARS REBELS</p>	<p>4704576</p>
<p>FORCE FX LIGHTSABER</p>	<p>3590082</p>
<p>JEDI KNIGHT</p>	<p>1134730</p>
<p>JEDI KNIGHT</p>	<p>2235263</p>
<p>JEDI POWER BATTLES</p>	<p>2478579</p>