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NBCUNIVERSAL MEDIA LLC
8

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 DELOREAN MOTOR COMPANY, a Texas
corporation,

13
14 Plaintiff,

15 v.

16 NBCUNIVERSAL MEDIA LLC, a Delaware
limited liability company, and DOES 1 through
17 50, inclusive,

18 Defendant.
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CASE NO.:

[Orange County Superior Court Case No. 30-2022-01288318-CU-BC-CJC]

**DEFENDANT NBCUNIVERSAL MEDIA,
LLC'S NOTICE OF REMOVAL UNDER 28
U.S.C. § 1441 (FEDERAL QUESTION AND
DIVERSITY OF CITIZENSHIP)**

*[Filed concurrently with the Civil Cover Sheet,
Notice of Interested Parties and Corporate
Disclosure, and Declaration of Andrew Eitingon]*

Complaint Filed: October 26, 2022

Trial Date: Not Set

1 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL
2 DISTRICT OF CALIFORNIA, AND TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that Defendant NBCUniversal Media LLC (“NBCUniversal”) by its
4 undersigned counsel, hereby gives notice of the removal of this action, pursuant to 28 U.S.C. §§ 1331,
5 1338, 1441 and 1446, to the United States District Court for the Central District of California (“Notice of
6 Removal”). This Court has subject matter jurisdiction over this action based on federal question
7 jurisdiction, 28 U.S.C. § 1331, and based on diversity jurisdiction, 28 U.S.C. § 1332(a). As grounds for
8 removal, NBCUniversal states as follows:

9 **FACTUAL BACKGROUND AND STATE COURT PROCEEDINGS**

10 1. On October 26, 2022, Plaintiff DeLorean Motor Company (“Plaintiff”) filed a Complaint
11 for breach of contract, for an accounting, and for trademark and trade dress infringement under the federal
12 Lanham Act against NBCUniversal in the Superior Court of the State of California, County of Orange
13 (“Orange County Superior Court”), captioned *DeLorean Motor Company vs. NBCUniversal Media LLC*,
14 Case No. 30-2022-01288318-CU-BC-CJC (the “State Court Action”). These claims are based on Plaintiff’s
15 allegations of trademark and trade dress infringement, breach of contract, and an action for an accounting
16 against NBCUniversal. Specifically, Plaintiff alleges that it is the successor in interest under a 1989
17 Agreement between John Z. DeLorean and Universal Pictures, a division of Universal City Studios, Inc.
18 (a predecessor of NBCUniversal) relating to the sale of merchandise prominently depicting the fictional
19 DeLorean “time machine” automobile featured in the *Back to the Future* series of motion pictures. Plaintiff
20 alleges that NBCUniversal breached the 1989 Agreement by failing to pay royalties owed to Plaintiff and
21 that such conduct also constitutes infringement of federal trademark registrations owned by Plaintiff for
22 various DELOREAN and DMC trademarks and trade dress.

23 2. Plaintiff served NBCUniversal with its Summons and Complaint on November 4, 2022.
24 NBCUniversal filed an answer to the complaint on December 2, 2022. As specified below, attached hereto
25 as Exhibits A-H are true and correct copies of all the process, pleadings, and orders served upon
26 NBCUniversal, as well as all other documents listed on the docket in the State Court Action.

GROUND FOR REMOVAL

1
2 3. **Removal is Timely Under 28 U.S.C. § 1446(b).** Pursuant to 28 U.S.C. § 1446(b)(1), a
3 notice of removal shall be timely if filed within 30 days after the defendant is served. *Murphy Bros., Inc.*
4 *v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999) (holding that the time for removal begins to run
5 once formal service is complete). Plaintiff served NBCUniversal with the Summons and Complaint on
6 November 4, 2022. *See* Ex. F (proof of service). Pursuant to Rule 6(a) of the Federal Rules of Civil
7 Procedure, NBCUniversal thus has until and including December 5, 2022, to remove the case.
8 Accordingly, this Notice of Removal is timely.

9 4. **The Court has Jurisdiction Under 28 U.S.C. §§ 1331 and 1338 (Federal Question).**
10 This Court has original subject matter jurisdiction over this civil action pursuant to 28 U.S.C. §§ 1331
11 and 1338 because the action alleges violations of the federal Lanham Act, 15 U.S.C. § 1125. In the
12 Complaint, Plaintiff lists causes of action under the Lanham Act for trademark and trade dress
13 infringement pursuant to 15 U.S.C. §§ 1114 and 1125(a). These claims arise from a dispute over
14 NBCUniversal’s use of images of a DeLorean automobile, modified to be a fictional time machine, in
15 relation to the iconic motion picture *Back to the Future* and its sequel films. Accordingly, this civil
16 action may be removed to this Court under 28 U.S.C. § 1441(a) because this Court has original
17 jurisdiction founded on a claim or right “arising under the Constitution, laws, or treaties of the United
18 States.” 28 U.S.C. § 1331; *accord Williams v. Costco Wholesale Corp.*, 471 F.3d 975, 976 (9th Cir.
19 2006) (noting that the defendant had properly removed a state-court civil action on federal-question
20 grounds, based on presence of federal claim in plaintiff’s original complaint) Additionally, this Court has
21 supplemental jurisdiction over Plaintiff’s remaining state law claims for breach of contract and
22 accounting, as these claims are “so related to claims in the action within such original jurisdiction that
23 they form part of the same case or controversy under Article III of the United States Constitution.” 28
24 U.S.C. § 1367.
25

26 5. **This Court Also Has Jurisdiction Under 28 U.S.C. § 1332(a) (Diversity of**
27 **Citizenship).** This Court also has original subject matter jurisdiction over all cases where the amount in
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1 controversy exceeds \$75,000 and is between “citizens of different States.” 28 U.S.C. § 1332(a).
2 Diversity jurisdiction is determined at the time of removal. *See Strotek Corp. v. Air Transp. Ass’n. of*
3 *Am.*, 300 F.3d 1129, 1131 (9th Cir. 2002); *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690 (9th Cir.
4 1998). The requirements for diversity jurisdiction are met here for the following reasons:

5 6. The Parties are Citizens of Different States, for the following reasons:

6 7. **Plaintiff’s Citizenship.** For purposes of diversity jurisdiction, a corporation is deemed a
7 citizen of “any state by which it has been incorporated and of the State where it has its principal place of
8 business.” *Lincoln Prop. Co. v. Roche*, 546 U.S. 81, 89 (2005) (citing 28 U.S.C. § 1332(c)(1)). The
9 Complaint alleges that Plaintiff is a Texas corporation and does not include sufficient allegations to
10 conclude that Plaintiff also has citizenship in any other state. *See* Compl., ¶ 2. NBCUniversal is informed
11 and believes and on that basis alleges that at the time of the commencement of this action and at the time
12 of removal, Plaintiff’s principal place of business, headquarters, and senior executives all were located in
13 San Antonio, Texas. Consequently, Plaintiff is a citizen of Texas for jurisdictional purposes.

14 8. **Defendant’s Citizenship.** A limited liability company (“LLC”), by contrast, “is a citizen
15 of every state of which its owners/members are citizens.” *Johnson v. Columbia Properties Anchorage,*
16 *LP*, 437 F.3d 894, 899 (9th Cir. 2006). A court thus looks to the citizenship of an LLC’s
17 owners/members, rather than the LLC’s state of incorporation or principal place of business, to determine
18 its citizenship. *See, e.g., Halcyon Syndicate Ltd., LLC v. Graham Beck Enterprises (PTY), Ltd.*, 2020 WL
19 4051865, at *1 n. 2 (N.D. Cal. July 20, 2020).

20 a. NBCUniversal Media LLC is a limited liability company organized under the laws
21 of the State of Delaware. *See* Declaration of Andrew Eitingon (“Eitingon Decl”), ¶ 5. The sole member
22 of NBCUniversal Media LLC is NBCUniversal, LLC, a limited liability company organized under the
23 laws of the State of Delaware. *Id.* at ¶ 6. The members of NBCUniversal, LLC are (i) Comcast Navy
24 Acquisition, LLC, a limited liability company organized under the laws of the state of Delaware; (ii)
25 Comcast Navy Contribution, LLC, a limited liability company organized under the laws of the state of
26 Delaware; (iii) NBCUniversal Enterprise, Inc., which is incorporated in Delaware and has its principal
27 place of business in Philadelphia, Pennsylvania; (iv) Comcast DW Holding, Inc., which is incorporated in
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1 Delaware and has its principal place of business in Philadelphia, Pennsylvania; (v) Comcast CCW
2 Holdings, LLC, a limited liability company organized under the laws of the state of Delaware; (vi)
3 Comcast Snap Holdings II, LLC, a limited liability company organized under the laws of the state of
4 Delaware; and (vii) SNL Entertainment Holdings, Inc., a Delaware corporation with its principal place of
5 business in Philadelphia, Pennsylvania. *Id.* at ¶ 7.

6 b. Comcast Corporation is the operating entity for NBCUniversal Enterprise, Inc.,
7 and all of its operational, executive, administrative, and policy-making functions, high-level officers, and
8 day-to-day operations are conducted at Comcast Corporation’s corporate headquarters in Philadelphia,
9 Pennsylvania. Eitingon Decl., ¶ 8. Comcast Corporation is incorporated in Pennsylvania. Its principal
10 place of business, and the location from which the highest-level officers direct, control, and coordinate
11 the corporation’s activities, is located at its corporate headquarters in Philadelphia, Pennsylvania. *Id.* at ¶
12 9.

13 c. Comcast Corporation is the operating entity for (i) SNL Entertainment Holdings,
14 Inc. and (ii) Comcast DW Holding, Inc., and all of their operational, executive, administrative, and
15 policy-making functions, high-level officers, and day-to-day operations are conducted at Comcast
16 Corporation’s corporate headquarters in Philadelphia, Pennsylvania. Eitingon Decl., ¶ 9-10. The
17 members of Comcast CCW Holdings, LLC and Comcast Snap Holdings II, LLC are (i) Comcast Navy
18 Acquisition, LLC, and (ii) Comcast Snap Holdings, Inc., a Delaware corporation with its principal place
19 of business in Philadelphia, Pennsylvania. Comcast Corporation is the operating entity for Comcast Snap
20 Holdings, Inc., and all its operational, executive, administrative, and policy-making functions, high-level
21 officers, and day-to-day operations are conducted at its corporate headquarters in Philadelphia,
22 Pennsylvania. *Id.* at ¶ 11.

23 d. The sole member of Comcast Navy Acquisition, LLC is Comcast Corporation.
24 Eitingon Decl., ¶ 12. The members of Comcast Navy Contribution, LLC are (i) Comcast SportsNet New
25 England Holdings, LLC, a limited liability company organized under the laws of the State of Delaware;
26 (ii) Comcast SportsNet Philadelphia Holdings, LLC, a limited liability company organized under the laws
27 of the State of Delaware; (iii) Versus Holdings, LLC, a limited liability company organized under the
28

1 laws of the State of Delaware; (iv) Comcast CHC, LLC, a limited liability company organized under the
2 laws of the State of Delaware; (v) Comcast Contribution Holdings, LLC, a limited liability company
3 organized under the laws of the State of Delaware; and (vi) E! Holdings, Inc., a Delaware corporation,
4 with its principal place of business in Philadelphia, Pennsylvania. *Id.* at ¶ 13.

5 e. Comcast Corporation is the operating entity for E! Holdings, Inc., and all of its
6 operational, executive, administrative, and policy-making functions, high-level officers, and day-to-day
7 operations are conducted at its corporate headquarters in Philadelphia, Pennsylvania. Eitingon Decl. ¶¶ 8-
8 9, 14.

9 f. The members of Comcast SportsNet New England Holdings, LLC are (i) Comcast
10 SportsNet NE Holdings, LLC, a Delaware corporation with its principal place of business in
11 Philadelphia, Pennsylvania; and (ii) CSNNE Partner, LLC, a limited liability company organized under
12 the laws of the State of Delaware. *Id.* at ¶ 15.

13 g. Comcast Corporation is the operating entity for Comcast SportsNet NE Holdings,
14 Inc., and all of its operational, executive, administrative and policy-making functions, high-level officers,
15 and day-to-day operations are conducted at its corporate headquarters in Philadelphia, Pennsylvania. *Id.*
16 at ¶¶ 8-9, 14

17 h. The members of Comcast SportsNet Philadelphia Holdings, LLC are (i) Comcast
18 Holdings Corporation, a Pennsylvania corporation with its principal place of business in Pennsylvania;
19 and (ii) Comcast Spectacor Holding Company, LLC, a limited liability company organized under the
20 laws of the state of Delaware. The sole member of Comcast Spectacor Holding Company, LLC is
21 Comcast Holdings Corporation. Eitingon Decl., ¶ 17.

22 i. Comcast Corporation is the operating entity for Comcast Holdings Corporation,
23 and all of its operational, executive, administrative, and policy-making functions, high-level officers, and
24 day-to-day operations are conducted at its corporate headquarters in Philadelphia, Pennsylvania. *Id.* at ¶¶
25 8-9, 18.

26 j. The members of Versus Holdings, LLC are (i) Comcast Holdings Corporation; and
27 (ii) E! Holdings, Inc. Eitingon Decl., ¶ 19.

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1 k. The sole member of Comcast CHC, LLC is Comcast Holdings Corporation. *Id.* at
2 ¶ 20.

3 l. The sole member of Comcast Contribution Holdings, LLC is Comcast
4 Corporation. *Id.* at ¶ 21.

5 m. The sole member of CSNNE Partner, LLC is Comcast Holdings 6 Corporation. *Id.*
6 at ¶ 22.

7 9. None of the entities within the structures set forth above is a California citizen.
8 Specifically, none of the corporations is incorporated in California, and none of the corporations has its
9 principal place of business in California. Furthermore, none of the limited liability companies has
10 members or partners who are California citizens. Accordingly, for purposes of determining diversity,
11 Defendant NBCUniversal Media LLC, whose members all are organized under the laws of the States of
12 Delaware or Pennsylvania, is regarded as a citizen of Delaware and Pennsylvania. Eitingon Decl., ¶ 23.

13 10. Defendants Does 1 through 50 are fictitious. The Complaint does not set forth the identity
14 or status of fictitious defendants Does 1 through 50. Thus, pursuant to 28 U.S.C. § 1441(b), the
15 citizenship of defendants sued under fictitious names must be disregarded for purposes of determining
16 diversity jurisdiction and cannot destroy the diversity of citizenship between the parties in this action. *See*
17 *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690-691 (9th Cir. 1998).

18 11. Because Plaintiff is a citizen of Texas and NBCUniversal is a citizen of Delaware and
19 Pennsylvania, and because the presence of Doe defendants does not affect the inquiry, there is complete
20 diversity of citizenship.

21 12. The Amount in Controversy Exceeds \$75,000. A court exercising diversity jurisdiction
22 must find that the amount in controversy exceeds \$75,000. *Cohn v. Petsmart, Inc.*, 281 F.3d 837, 839 (9th
23 Cir. 2002). “To determine if the amount in controversy requirement is met, the court looks to the amount
24 demanded by the plaintiff in the Complaint.” *Adkins v. J.B. Hunt Transp., Inc.*, 293 F. Supp. 3d 1140,
25 1144 (E.D. Cal. 2018).

26 13. Plaintiff’s Complaint seeks compensatory damages, incidental and consequential
27 damages, and disgorgement of profits. Plaintiff asserts that the amount owed to it is presently unknown.
28

1 But Plaintiff’s contention that it is owed 5% of NBCUniversal’s net receipts from merchandising and
2 commercial tie-ups in connection with uses of the fictional DeLorean “time machine” from the iconic
3 *Back to the Future* films makes evident that Plaintiff seeks more than \$75,000. Indeed, by filing the State
4 Court Action as an unlimited rather than a limited civil case, Plaintiff already has acknowledged that
5 more than \$25,000 is at issue. *See* Cal. Code Civ. Proc. § 86. Plaintiff’s Complaint also seeks an award
6 of attorneys’ fees, which on its own very likely would well exceed the jurisdictional threshold. Without
7 admitting the validity of Plaintiff’s claims (which NBCUniversal expressly denies), this case satisfies the
8 amount in controversy requirement for diversity jurisdiction because it is clear from the face of the
9 Complaint that the “matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and
10 costs” as required under 28 U.S.C. § 1332(a).

11 14. **Defendant Satisfies the Procedural Requirements for Removal Pursuant**
12 **to 28 U.S.C. § 1446(a).**

13 15. Venue is Proper. The Central District of California is the proper venue for this action
14 upon removal because this “district and division embrac[e]” the Orange County Superior Court. *See* 28
15 U.S.C. § 1441(a).

16 16. State Court File. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of all process,
17 pleadings, orders, and documents served upon or by NBCUniversal in the State Court Action, as well as
18 all other documents listed on the docket in the State Court Action, are attached hereto as follows:

- 19 • Exhibit A: Complaint from the State Court Action (including all papers
20 served on Defendant);
- 21 • Exhibit B: Summons from the State Court Action;
- 22 • Exhibit C: Civil Case Cover Sheet from the State Court Action;
- 23 • Exhibit D: Notice of Case Management Conference from the State Court Action;
- 24 • Exhibit E: Notice of Errata from the State Court Action;
- 25 • Exhibit F: Proof of Service filed from the State Court Action;
- 26 • Exhibit G; Answer from the State Court Action;
- 27 • Exhibit H: Docket from the State Court Action.

PROOF OF SERVICE

I am a citizen of the United States and resident of the State of California. I am employed in Los Angeles, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years and not a party to the within action.

On December 5, 2022, I served the following documents in the manner described below:

DEFENDANT NBCUNIVERSAL MEDIA, LLC'S NOTICE OF REMOVAL UNDER 28 U.S.C. § 1441 (FEDERAL QUESTION AND DIVERSITY OF CITIZENSHIP)

- ✓ **BY ELECTRONIC SERVICE:** By electronically mailing a true and correct copy through Jenner & Block LLP's electronic mail system to the email addresses set forth below.

On the following parties in this action:

Roger N. Behle, Jr.
Jordan A. Liebman
Luis A. Saenz
FOLEY BEZEK BEHLE & CURTIS, LLP
15 West Carrillo Street
Santa Barbara, CA 93101

Attorney for Plaintiff
DELOREAN MOTOR COMPANY
Telephone: (714) 556-1700
Facsimile: (714) 546-5005
Email: rbehle@foleybezek.com
liebman@foleybezek.com
lsaenz@foleybezek.com

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 5, 2022, at Los Angeles, California.

/s/ Alonso Ponce

Alonso Ponce

Exhibit A



Service of Process Transmittal Summary

TO: Brenda Dalusong
NBCUniversal Media, LLC
100 Universal City Plz # 1280/9
Universal City, CA 91608-1002

RE: Process Served in California

FOR: NBC Universal Media, LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: DELOREAN MOTOR COMPANY, a Texas corporation vs. NBCUNIVERSAL MEDIA LLC
Name discrepancy noted.

DOCUMENT(S) SERVED: Summons, Attachment(s), Instructions, Certificate(s), Notice(s), Complaint(s)

COURT/AGENCY: Orange County - Superior Court, CA
Case # 30202201288318CUBCCJC

NATURE OF ACTION: Intellectual Property Litigation - Trademark infringement

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 11/04/2022 at 14:20

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Roger N. Behle, Jr.
FOLEY BEZEK BEHLE & CURTIS, LLP
15 West Carrillo Street
Santa Barbara, CA 93101
714-556-1700

ACTION ITEMS: CT has retained the current log, Retain Date: 11/05/2022, Expected Purge Date: 11/10/2022

Image SOP

Email Notification, Ted Ragsac ted.ragsac@nbcuni.com

Email Notification, Erik Bierbauer Erik.Bierbauer@nbcuni.com

Email Notification, Jorge Mendez Jorge.Mendez@nbcuni.com

Email Notification, Daniel Kummer Daniel.Kummer@nbcuni.com

Email Notification, Vivian Volker Vivian.Volker@UniversalOrlando.com

Email Notification, Ryan Waters ryan.waters@universalorlando.com

Email Notification, Shannon Alexander shannon.alexander@nbcuni.com

Email Notification, Brenda Dalusong Brenda.Dalusong@nbcuni.com



**CT Corporation
Service of Process Notification**

11/04/2022

CT Log Number 542624269

Email Notification, Gail Gove gail.gove@nbcuni.com

Email Notification, Andria McGovern andria.mcgovern@nbcuni.com

REGISTERED AGENT CONTACT:

C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

PROCESS SERVER DELIVERY DETAILS

Date: Fri, Nov 4, 2022
Server Name: Dion Jones

Entity Served	NBCUNIVERSAL MEDIA, LLC
Case Number	30-2022-01288318-CU-BC-CJC
Jurisdiction	CA

Inserts		



**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

NBCUNIVERSAL MEDIA LLC, a Delaware limited liability company,
and DOES 1 through 50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

DELOREAN MOTOR COMPANY, a Texas corporation

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Orange County Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

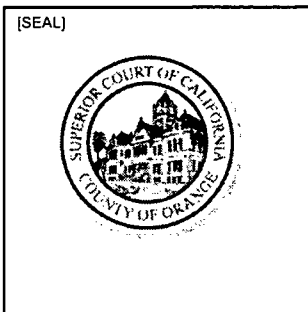
CASE NUMBER:
(Número del Caso): 30-2022-01288318-CU-BC-CJC

Judge Nico Dourbetas

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Roger N. Behle, Jr., 15 West Carrillo Street, Santa Barbara, CA 93101, (714) 556-1700

DATE: 10/26/2022 DAVID H. YAMASAKI, Clerk of the Court Clerk, by J. Duarte Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
NBCUNIVERSAL MEDIA LLC, a Delaware limited liability
3. on behalf of (specify): company
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify): limited liability company
4. by personal delivery on (date):

ATTO RNEY O R PA RTY O R PLA I NTIFF (Name, State P R / Cou nty, and address)
 Roger N. Behle, Jr., SBN 174755 CJC - ROA # 3 - DAVID H. YAMASAKI, Clerk of the Court By J. Dourbet, Deputy Clerk.

FOLEY BEZEK BEHLE & CURTIS LLP, 15 W. Carrillo St., Santa Barbara, CA 93101

TELEPHONE NO.: 714-556-1700 FAX NO. (Optional): 714-546-5005
 E-MAIL ADDRESS: rbehle@foleybezek.com
 ATTORNEY FOR (Name): Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
 STREET ADDRESS: 700 Civic Center Drive West
 MAILING ADDRESS:
 CITY AND ZIP CODE: Santa Ana, CA 92701
 BRANCH NAME: Central Justice Center

CASE NAME:
 DELOREAN MOTOR COMPANY v. NBCUNIVERSAL MEDIA LLC

CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER:
<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	30-2022-01288318-CU-BC-CJC
			JUDGE: Judge Nico Dourbetas DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/D/W/D (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Three: 1. Breach of Contract; 2. Accounting; 3. Trademark and Trade Dress Infringement

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 26, 2022
 Roger N. Behle, Jr. 

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKAGE

NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):

Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.

California Rules of Court – Rule 3.221
Information about Alternative Dispute Resolution (ADR)

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.

(2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.

(3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its website as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

ADR Information

Introduction.

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

Save Time. A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

Save Money. When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

Increase Control Over the Process and the Outcome. In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

Preserve Relationships. ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

Increase Satisfaction. In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

Improve Attorney-Client Relationships. Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

Loss of protections. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

Less discovery. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

Additional costs. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Effect of delays if the dispute is not resolved. Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

TYPES OF ADR IN CIVIL CASES.

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

Arbitration. In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." Binding arbitration means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. Nonbinding arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate. Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate. If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation. In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate. Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate. Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate. Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate. Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences. Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

ADDITIONAL INFORMATION.

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, at 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the telephone directories under "Arbitrators" or "Mediators"

Low cost mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, contact:

- OC Human Relations (714) 480-6575, mediator@ochumanrelations.org
- Waymakers (949) 250-4058

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) programs is available on the Court's website at www.occourts.org.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 W. Civic Center DRIVE MAILING ADDRESS: 700 W. Civic Center Drive CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE Oct 27, 2022 Clerk of the Superior Court By: J. DUARTE, Deputy
PLAINTIFF: DELOREAN MOTOR COMPANY	
DEFENDANT: NBCUNIVERSAL MEDIA LLC	
Short Title: DELOREAN MOTOR COMPANY VS. NBCUNIVERSAL MEDIA LLC	CASE NUMBER: 30-2022-01288318-CU-BC-CJC
NOTICE OF HEARING CASE MANAGEMENT CONFERENCE	

Please take notice that a(n), Case Management Conference has been scheduled for hearing on 07/10/2023 at 09:00:00 AM in Department C14 of this court, located at Central Justice Center.

Plaintiff(s)/Petitioner(s) to provide notice to all defendant(s)/respondent(s). Parties who file pleadings that add new parties to the proceeding must provide notice of the Case Management Conference to the newly added parties.

IMPORTANT: Prior to your hearing date, please check the Court's website for the most current instructions regarding how to appear for your hearing and access services that are available to answer your questions.

Civil Matters - <https://www.occourts.org/media-relations/civil.html>

Probate/Mental Health - <https://www.occourts.org/media-relations/probate-mental-health.html>

Appellate Division - <https://www.occourts.org/media-relations/appeals-records.html>

IMPORTANTE: Antes de la fecha de su audiencia, visite el sitio web de la Corte para saber cuáles son las instrucciones más actuales para participar en la audiencia y tener acceso a los servicios disponibles para responder a sus preguntas.

Casos Cíviles - <https://www.occourts.org/media-relations/civil.html>

Casos de Probate y Salud Mental - <https://www.occourts.org/media-relations/probate-mental-health.html>

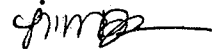
División de apelaciones - <https://www.occourts.org/media-relations/appeals-records.html>

QUAN TRỌNG: Trước ngày phiên tòa của quý vị, vui lòng kiểm tra trang mạng của tòa án để biết những hướng dẫn mới nhất về cách ra hầu phiên tòa của quý vị và tiếp cận những dịch vụ hiện có để giải đáp những thắc mắc của quý vị.

Vấn Đề Dân Sự - <https://www.occourts.org/media-relations/civil.html>

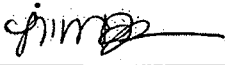
Thủ Tục Di Chúc/Sức Khỏe Tinh Thần - <https://www.occourts.org/media-relations/probate-mental-health.html>

Ban phúc thẩm - <https://www.occourts.org/media-relations/appeals-records.html>

Clerk of the Court, By:  , Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE Central Justice Center 700 W. Civic Center DRIVE Santa Ana 92701	
SHORT TITLE: DELOREAN MOTOR COMPANY VS. NBCUNIVERSAL MEDIA LLC	
CLERK'S CERTIFICATE OF SERVICE BY MAIL	CASE NUMBER: 30-2022-01288318-CU-BC-CJC

I certify that I am not a party to this cause. I certify that a true copy of the above Notice of Hearing has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practices and addressed as indicated below. The certification occurred at Santa Ana, California, on 10/27/2022. Following standard court practice the mailing will occur at Sacramento, California on 10/28/2022.

Clerk of the Court, by: , Deputy

FOLEY BEZEK BEHLE & CURTIS, LLP
575 ANTON BOULEVARD # 710
COSTA MESA, CA 92626

1 Roger N. Behle, Jr. (174755)
 2 Jordan A. Liebman (317930)
 3 Luis A. Saenz (336311)
 4 **FOLEY BEZEK BEHLE & CURTIS, LLP**
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12 Attorneys for Plaintiff

13
 14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 15 **FOR THE COUNTY OF ORANGE**

16 DELOREAN MOTOR COMPANY, a
 17 Texas corporation,
 18 Plaintiff,
 19 vs.
 20 NBCUNIVERSAL MEDIA LLC, a
 21 Delaware limited liability company, and
 22 DOES 1 through 50, inclusive,
 23 Defendants.

Case No. 30-2022-01288318-CU-BC-CJC
 Judge Nick A. Dourbetas, Dept. C14

NOTICE OF ERRATA RE: COMPLAINT

Complaint Filed: October 26, 2022

28

1 **TO THE COURT, AND TO DEFENDANTS AND THEIR COUNSEL OF RECORD:**

2 Plaintiff DeLorean Motor Company ("Plaintiff") hereby submits a Notice of Errata and
3 Correction to the Complaint, filed on October 26, 2022 ("Complaint").

4 Specifically, it was just discovered that Plaintiff inadvertently omitted exhibit 1, which was
5 intended to be attached to the Complaint. Plaintiff hereby submits the Complaint with attached
6 exhibit 1 as **Exhibit A**.

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Dated: November 1, 2022

FOLEY BEZEK BEHLE & CURTIS, LLP



By: _____
Roger N. Behle, Jr. (174755)
Attorneys for Plaintiff

EXHIBIT A

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Jordan A. Liebman (317930)
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DELOREAN MOTOR COMPANY, a
Texas corporation,

Plaintiff,

vs.

NBCUNIVERSAL MEDIA LLC, a
Delaware limited liability company, and
DOES 1 through 50, inclusive,
Defendants.

Case No.

COMPLAINT FOR:

- 1. Breach of Contract;**
- 2. Accounting; and**
- 3. Trademark and trade dress infringement (15 U.S.C. §1114; 15 U.S.C. §1125(a); 15 U.S.C §1051, et seq.)**

JURY TRIAL DEMANDED

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INTRODUCTION

1. This action arises out of Defendant NBCUniversal Media LLC’s failure to account to and pay Plaintiff DeLorean Motor Company (“DMC”) for the use of Plaintiff’s famous trademarks and trade dress .

PARTIES

2. Plaintiff DMC is, and at all times mentioned herein, a Texas corporation with offices located in the County of Orange, California.

3. Defendant NBCUniversal Media LLC is a Delaware limited liability company with offices located in New York City, New York. NBCUniversal does substantial and continuous business in the State of California, including the County of Orange, California.

4. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendants DOES 1 through 50, inclusive, are unknown to Plaintiff at this time. Plaintiff therefore sues those Defendants by their fictitious names. Plaintiff will ask leave of the Court to amend this Complaint to set forth the true names of those Defendants when ascertained. Each of the Defendants, including those named as DOE, are responsible in some manner for the events and happenings herein referred to, including without limitation on an agency, respondent superior, partnership, joint venture, co-conspirator and/or alter ego theory, and are therefore responsible for the damages alleged herein.

JURISDICTION AND VENUE

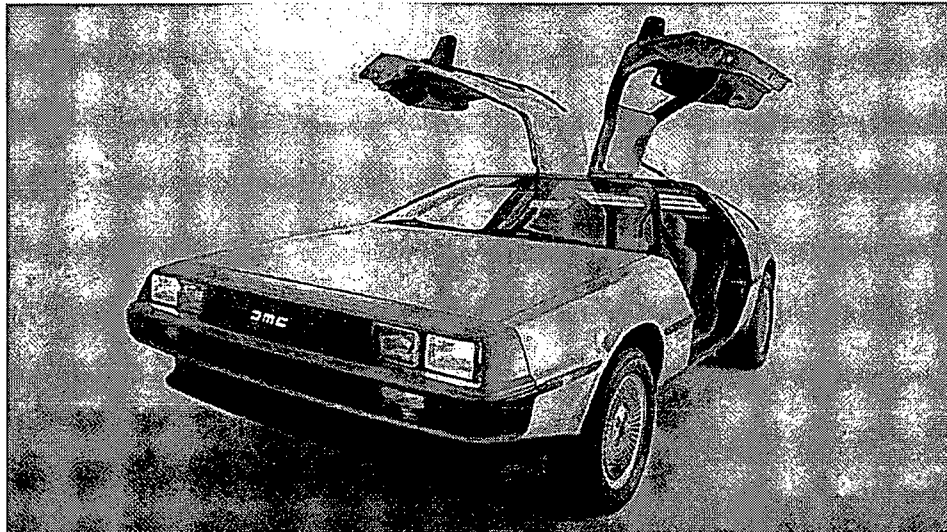
5. The Superior Court of California for the County of Orange has jurisdiction to hear this case and venue is proper in this county because (1) the damages sought exceed the jurisdictional minimum necessary to constitute an unlimited civil case; (2) Defendant does substantial and continuous business in the County; and (3) Plaintiff was harmed in the County of Orange. Additionally, many of the wrongful acts complained of herein occurred in the State of California, infringing activities occurring at Defendant’s Universal Studios theme park in Universal City, California.

1 **FACTUAL BACKGROUND**

2 **A. John DeLorean creates the DeLorean sports car**

3 6. In or about 1975, John Z. DeLorean—an American engineer, inventor, and
4 businessman—founded that was then the DeLorean Motor Company (“Old DMC”), an American
5 automobile manufacturer.

6 7. Old DMC produced only one car, the DeLorean. The DeLorean was
7 manufactured and marketed for just a few years in the early 1980s. Compared to other cars on
8 the market during that time—and even today—the DeLorean has a distinctive look and style that
9 makes it instantly recognizable. The car is notable for its gull-wing doors (doors that are hinged
10 at the roof rather than the side), brushed stainless steel outer body panels, and shape:



21 8. Despite the distinctive appearance of the DeLorean, its sales failed to meet the
22 levels required for Old DMC to survive. And in or about 1982, the company declared
23 bankruptcy. Eventually, following the bankruptcy filing, a holding company acquired Old
24 DMC’s inventory and intellectual property.

25 **B. The DeLorean becomes a pop-culture icon**

26 9. Though production was short-lived, the DeLorean achieved fame and became
27 well-known to the public, which was only amplified by its appearance as the iconic time machine
28 in the popular *Back to the Future* film franchise. The first film, *Back to the Future*, released in

1 1985, heavily featured a modified DeLorean as a time machine. *Back to the Future* was the
2 highest grossing film of 1985 and became an instant hit. The success of the original film
3 spawned sequels, an animated series, a theatrical adaptation, videogames, and rides at Universal
4 Studios theme parks in the United States and abroad.

5 10. In 1989, Mr. DeLorean and Universal Studios—also known as Universal
6 Pictures—entered into an agreement pursuant to which Universal Studios was granted certain
7 rights in and to the name and appearance of the DeLorean automobile for use in merchandising
8 and commercial tie-ups in connection to the *Back to the Future* films. In exchange for these
9 rights, Universal Studios agreed to pay Mr. DeLorean five percent (5%) of its net receipts from
10 merchandising and commercial tie-ups in connection to the *Back to the Future* Films. The
11 agreement states that it binds and inures to the benefit of Mr. DeLorean’s and Universal Studios’
12 heirs, legal representatives, successors, and assigns. A true and correct copy of the 1989
13 agreement is attached hereto as **Exhibit 1**.

14 11. Since the execution of the 1989 agreement, the DeLorean has been featured in
15 other films, including the film *Ready Player One* (without DMC authorization), advertising
16 material for the films, as well as toys, cartoons, videogames, apparel, and other merchandise
17 related to the film franchise.

18 12. The DeLorean was also key feature of the *Back to the Future* ride at Universal
19 Studios theme park locations in California, Florida, and Japan, which are all owned by
20 NBCUniversal. Patrons rode a modified DeLorean, portrayed as a time machine, as in the *Back*
21 *to the Future* films. The ride first opened in 1991 at the Florida theme park, with subsequent
22 openings in 1993 in California and 2001 in Japan. The ride closed in 2007 in California and
23 Florida and closed in 2016 in Japan.

24 **C. The DeLorean Motor Company acquires the DeLorean trademarks and related**
25 **property**

26 13. In or about 1997, the holding company that had acquired Old DMC’s inventory
27 and intellectual property after the automaker filed for bankruptcy was looking to sell. Plaintiff
28 DeLorean Motor Company (“DMC” or “DMC Texas”) acquired the entire stock of cars, parts,

1 inventory, engineering drawings, diagrams, publications, and even the assembly benches and
2 crates used in the original factory. In addition to this intellectual property, DMC also
3 concomitantly acquired rights to the goodwill, trademarks and trade dress used for the continued
4 fabrication and sale of the purchased inventory.

5 14. In 2014, Mr. DeLorean's surviving wife, Sally DeLorean, filed suit against DMC
6 in New Jersey federal court, alleging that DMC had wrongly appropriated intellectual property
7 that she claimed belonged to the Estate of John Z. DeLorean ("DeLorean Estate"). In September
8 2015, the parties settled the dispute. The settlement agreement was memorialized in a final
9 judgement declaring DMC the true and rightful owner of the rights to use all of the marks
10 associated with the DeLorean automobile.


11 15. Pursuant to the settlement agreement, the DeLorean Estate released and
12 discharged any and all claims "that were sought, or could have been sought," in the action,
13 except for "the obligations of [DMC]" as set forth in the agreement.

14 16. Further, the DeLorean Estate "acknowledge[d] [DMC's] trademark and rights to
15 use the DeLorean automobile brand, and associated products and services." Additionally, per the
16 settlement agreement, the DeLorean Estate—as part of the acknowledgement of rights in DMC
17 —agreed it had no rights and covenanted not to sue DMC for the latter's use of the following
18 words and trademarks: (a) the name "DeLorean Motor Company," (b) the "DMC" logo, and (c)
19 the stylized word "delorean." Mrs. DeLorean, individually and as Administratrix for the
20 DeLorean Estate, also acknowledged "the worldwide rights of [DMC] to use, register, and
21 enforce any of the DeLorean Marks for any and all goods and services, relating to automobile
22 dealerships, automobiles, automobile parts and accessories, clothing, and promotional items."

23 17. In 2018, Mrs. DeLorean again sued DMC in New Jersey federal court, this time
24 alleging that the DeLorean Estate was entitled to royalty payments that Universal Studios
25 allegedly made to DMC (U.S. District Court for the District of New Jersey Case No. 18-
26 8212(JLL)). Specifically, Mrs. DeLorean alleged that the DeLorean Estate and not DMC was
27 entitled to Universal Studios' royalty payments per the 1989 agreement between Mr. DeLorean
28 and Universal Studios.

1 18. DMC Texas moved to dismiss Mrs. DeLorean's complaint and enforce the
 2 settlement agreement it previously entered into with her. The U.S. District Court for the District
 3 of New Jersey granted that motion on October 11, 2018. The district court determined that the
 4 subject matter of the settlement agreement and Universal Studios agreement overlapped, as both
 5 agreements apply to the use of the word "DeLorean" and the DMC logo, and relate to the
 6 DeLorean automobile's image and trade dress. The district court also determined that both
 7 agreements pertained to the use of these names and trademarks in a similar context—i.e., the
 8 manufacturing and merchandising of products displaying the DeLorean automobile's image and
 9 brand. Given all this, the district court concluded that Mrs. DeLorean's claims under the
 10 Universal Studios agreement were incorporated in, and therefore barred by, the settlement
 11 agreement.

12 19. DMC remains the sole owner of the above-mentioned DeLorean intellectual
 13 property and registered marks. In the United States, DMC owns the following registered
 14 trademarks and trade dress application:

15	Mark/Design	Serial Number	Registration Number
16	DMC	88813772	6147338
17	DE LOREAN	87236125	5382005
18	DMC	87236140	5376560
19	DELOREAN MOTOR COMPANY	87236137	5371356
20	DE LOREAN	86681716	4895663
21	DELOREAN MOTOR COMPANY	86681711	4935970
22	DMC	85638115	4304360
23	DE LOREAN	77534722	3914710
24	DE LOREAN	77977620	3715283
25		97049638	
26			
27			
28			

1 **D. NBCUniversal fails to account to and pay the DeLorean Motor Company the**
2 **royalties it is entitled to**

3 20. In or about 2004, Universal Studios and NBC merged, creating NBCUniversal.
4 As such, NBCUniversal is Universal Studios' successor in interest as to the licensing rights
5 granted to Universal Studios by the March 1989 agreement between Mr. DeLorean and
6 Universal Studios. NBCUniversal has substantial ties to California and conducts a majority—or
7 at least almost a majority—of its business in California.

8 21. Since 2004, NBCUniversal has continuously used the DeLorean automobile in its
9 merchandising and commercial tie-ups in connection to the *Back to the Future* films. For
10 example, NBCUniversal used the DeLorean trademark and DMC's other intellectual property by
11 incorporating the "DeLorean Motor Company" name, the "DMC" logo, the stylized word
12 "delorean," and images, likeness and trade dress of the DeLorean in products sold by
13 NBCUniversal, promotional materials, television shows, continued sales of the *Back to the*
14 *Future* films, the film *Ready Player One*, and the *Back to the Future* rides at multiple Universal
15 Studios theme parks. The images, likeness, and trade dress of the DeLorean and other DeLorean-
16 related intellectual property can be found in the form of toys, on posters, in videogames, on t-
17 shirts, on lunchboxes, and in other products sold and/or licensed to third parties by
18 NBCUniversal.

19 22. Despite NBCUniversal's continuous use of the license originally granted to
20 Universal Studios, and although NBCUniversal has continued to pay out some royalties,
21 NBCUniversal has failed to fully pay DMC for such use per the 1989 agreement. NBCUniversal
22 has not fully paid DMC five percent (5%) of NBCUniversal's net receipts from merchandising
23 and commercial tie-ups in connection with the *Back to the Future* films, and other products and
24 services.

25 23. DMC has requested that NBCUniversal provide accurate accountings of the
26 monies owed to DMC, but NBCUniversal has delayed, deflected and refused these requests.
27 NBCUniversal has also refused to disclose the extent of its use of the license granted to it. DMC
28

1 thus does not know the full extent of NBCUniversal's use of DMC Texas' valuable intellectual
2 property.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **Breach of Contract**

6 **(Against Defendant and DOES 1 through 50)**

7 24. Plaintiff incorporates by reference paragraphs 1-23 of this Complaint as though
8 set forth fully at this point.

9 25. In 1989, John Z. DeLorean and Universal Studios entered into a written
10 agreement by which Universal Studios was granted certain rights in and to the name and
11 appearance of the DeLorean automobile for use in merchandising and commercial tie-ups in
12 connection to the *Back to the Future* films. In exchange for these rights, Universal Studios
13 agreed to pay Mr. DeLorean five percent (5%) of its net receipts from merchandising and
14 commercial tie-ups in connection to the *Back to the Future* films. The agreement states that it
15 binds and inures to the benefit of Mr. DeLorean's and Universal Studios' heirs, legal
16 representatives, successors, and assigns.

17 26. DMC is the successor in interest to Mr. DeLorean, as it acquired all of Old
18 DMC's DeLorean-related intellectual property. NBCUniversal is the successor in interest to
19 Universal Studios by way of a merger between NBC and Universal Studios in 2004. As such,
20 DMC stands in the shoes of Mr. DeLorean and NBCUniversal stands in the shoes of Universal
21 Studios in relation to the March 1989 agreement.

22 27. NBCUniversal has continued to use the name, image, likeness, trademarks and
23 trade dress of the DeLorean automobile in merchandising and commercial tie-ups, including,
24 without limitation, in connection to the *Back to the Future* films, as described above. However,
25 in violation of the March 1989 agreement, NBCUniversal has failed to fully pay DMC the
26 amount it is owed per the agreement (five percent (5%) of its net receipts from merchandising
27 and commercial tie-ups in connection to the *Back to the Future* films).

28

1 28. DMC has done all, or substantially all, of the significant things the agreement
2 required it to do.

3 29. DMC has been harmed by NBCUniversal's breach and such breach was a
4 substantial factor in causing the harm. As a result of NBCUniversal's breach, DMC has not been
5 paid the money it is owed pursuant to the agreement. DMC has therefore suffered damages, in an
6 amount to be determined at the time of trial, by NBCUniversal's breach.

7 **SECOND CAUSE OF ACTION**

8 **Accounting**

9 **(Against Defendant and DOES 1 through 50)**

10 30. Plaintiff incorporates by reference paragraphs 1-29 of this Complaint as though
11 set forth fully at this point.

12 31. Per the March 1989 agreement, NBCUniversal has contractual duty to account to
13 and pay DMC five percent (5%) of NBCUniversal's net receipts from merchandising and
14 commercial tie-ups in connection to the *Back to the Future* films. However, NBCUniversal has
15 delayed, deflected and refused to account to and pay DMC what it is owed per the agreement.

16 32. The amount of money due to DMC under the contract is presently unknown and
17 cannot be ascertained without an accounting of the net receipts generated from NBCUniversal's
18 use of DMC's valuable intellectual property.

19 33. DMC therefore requests an accounting to determine the amount of money owed to
20 it per the agreement.

21 **THIRD CAUSE OF ACTION**

22 **Trademark and Trade Dress Infringement (15 U.S.C. §1114; 15 U.S.C. §1125(a); 15 U.S.C**
23 **§1051, et seq.)**

24 **(Against Defendant and DOES 1 through 50)**

25 34. Plaintiff incorporates by reference paragraphs 1-33 of this Complaint as though
26 set forth fully at this point.

27 35. The Lanham Act governs suits for the infringement of registered trademarks and
28 trade dress. It imposes liability for infringement if, without the registrant's consent, the defendant

1 uses in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark
2 or dress that is likely to cause confusion, or to cause mistake, or to deceive. Here, NBCUniversal
3 has violated the Lanham Act by infringing on DMC's DeLorean-related trademarks and trade
4 dress.

5 36. DMC is the owner of valid and protectable trademarks and trade dress. For
6 example, DMC Texas owns the trademarks to (a) "DeLorean Motor Company," (b) the "DMC"
7 logo, (c) the stylized word "delorean" and (d) DeLorean trade dress.

8 37. NBCUniversal infringed on these trademarks and trade dress. NBCUniversal has
9 not abided by its licensing agreement whereby it can use these trademarks and trade dress for
10 merchandising and commercial tie-ups in connection to the *Back to the Future* films.
11 NBCUniversal has delayed, deflected and refused to account to and pay DMC what it is owed
12 under the agreement for NBCUniversal's use of the trademarks and trade dress. As such, DMC
13 has not consented to NBCUniversal's use of these marks and dress.

14 38. Moreover, NBCUniversal has used reproductions, counterfeits, copies, and/or
15 colorable imitations of these registered marks and dress without DMC's consent.
16 NBCUniversal's infringement includes the use of DMC Texas' trademarks in contexts beyond
17 what is permitted by the March 1989 agreement. Specifically, NBCUniversal has reproduced,
18 counterfeited, copied, and or imitated the trademarks and trade dress in products sold by it and in
19 promotion of its films, products, and theme parks in contexts other than merchandising and
20 commercial tie-ups in connection to the *Back to the Future* films. Additionally, NBCUniversal
21 has "licensed" to third parties, without any authorization or consent from DMC, the subject
22 trademarks for use in those third parties' own goods and services, including, without limitation,
23 the film *Ready Player One*.

24 39. NBCUniversal's infringement is likely to cause confusion, or to cause mistake, or
25 to deceive members of the public.

26 40. As a result of NBCUniversal's infringement, DMC has suffered damages in an
27 amount to be determined at the time of trial. And DMC is entitled to disgorgement of
28 NBCUniversal's profits obtained from its infringement.


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JURY TRIAL DEMANDED

Plaintiff hereby demands a jury trial on all causes of action for which a jury is available under the law.

Dated: October 26, 2022

FOLEY BEZEK BEHLE & CURTIS, LLP



By: _____

Roger N. Behle, Jr. (174755)
Attorneys for Plaintiff

EXHIBIT 1

AGREEMENT made as of March 14, 1989 by and between, on the one hand, JOHN Z. DELOREAN ("Seller") and, on the other hand, AMBLIN' ENTERTAINMENT, INC. ("Amblin'"), a _____ corporation, and UNIVERSAL PICTURES ("Universal"), a division of Universal City Studios, Inc., a Delaware corporation. Amblin' and Universal are hereinafter referred to jointly as "Purchaser".

Preliminary Statements: Purchaser is the producer of the theatrical motion pictures presently entitled "BACK TO THE FUTURE II" and "BACK TO THE FUTURE III", which are sequels to the motion picture entitled "BACK TO THE FUTURE" previously produced by Purchaser and distributed by Universal. The aforesaid motion pictures are hereinafter referred to as the "Pictures". As Seller is aware, Purchaser used, is using and will use suitably modified DeLorean automobiles as a "prop" (i.e., as a "time machine" belonging to the character "Doc Brown") in the Pictures and in advertising and other forms of exploitation relating thereto. Seller acknowledges that Purchaser did not and does not need Seller's consent to such uses of DeLorean automobiles. Purchaser now desires to acquire from Seller, and Seller desires to grant to Purchaser, certain rights in and to the name and appearance of the DeLorean automobile in order to enable Purchaser to engage in certain merchandising and commercial tie-up activities in connection with the Pictures.

NOW, THEREFORE, Purchaser and Seller hereby enter into this Agreement upon the following terms and conditions:

1. Subject Matter: The subject matter of this Agreement (hereinafter referred to as the "Material") is as follows:

- (a) The appearance of the DeLorean automobile, including, but not limited to, that appearance as depicted in that certain United States Patent number Des. 283,882, dated May 20, 1986, a copy of which is attached hereto as Schedule "I";
- (b) The name "DeLorean"; and
- (c) The logo "DMC" as it appears on the radiator grille of the DeLorean automobile.

2. Rights Granted: Seller hereby grants to Purchaser, the exclusive right, forever and throughout the universe, to use the Material in connection with "time machines" in any and all merchandising and commercial tie-ups as Purchaser may decide, including, but not limited to, the right to manufacture and sell or otherwise dispose of any articles of merchandising (such as toys, games, gadgets, novelties, books, apparel, food and beverages) or services using or based upon the Material. Purchaser shall have the right to change, adapt, rearrange, add to and subtract from the Material in the preparation of any article of merchandising or commercial tie-up using or based upon the Material.

3. Consideration: In consideration of Seller's agreements, representations, warranties and indemnities hereunder, and of all rights in the Material which Seller has granted or agreed to grant hereunder, Purchaser agrees to pay to Seller sums equal to five percent (5%) of Purchaser's net receipts (defined below), from merchandising and commercial tie-ups in connection with the Pictures, provided that such merchandising and commercial tie-ups utilize or are based upon the Material as a key component. As used herein, the term "key component" means that one or more elements of the Material is primary or central to an item of merchandising or to a commercial tie-up. Examples of the Material as a key component are a toy time machine based on the modified DeLorean automobile used in the Pictures and tee shirts or posters with a picture of the DeLorean time machine more prominent than any other design element. Such items would qualify for the payments provided for above. On the other hand, a toy time machine included as one of several pieces in a board game, or a picture of the time machine in the background on a tee shirt, poster or book cover or a reference to the time machine in a book or other publication would not qualify for the payments provided for above. As used herein, the term "net receipts" means the gross receipts (i.e., sums received by Purchaser from its licensees), if any, actually received by Purchaser from such merchandising and commercial tie-ups of which the Material is a key component; computed, paid and accounted for in accordance with Universal's customary accounting practices, including deductions of the standard distribution fee of fifty percent (50%) of gross receipts and actual expenses incurred by Purchaser in connection with such merchandising and commercial tie-ups.

4. Representations and Warranties: Seller represents and warrants that Seller is the sole owner of the rights in the Material granted or agreed to be granted to Purchaser hereunder; that Seller has the unrestricted right and power to grant the rights in the Material herein specified; that no merchandising and/or commercial tie-up rights in the Material have heretofore been granted, licensed or otherwise transferred to any other person, firm or corporation by any agreement or instrument now valid or outstanding, nor have said rights been encumbered or hypothecated by any act or omission; and that said rights are free and clear of any and all claims or liens whatsoever, and will remain so, insofar as Purchaser is concerned.

5. Indemnities: Seller agrees to and does hereby indemnify and hold Purchaser harmless from and against any claim, liability, action, proceeding and/or demand, brought, maintained, prosecuted and/or made, whether or not well founded, whether by Seller or by any other person or entity, based upon, arising out of, resulting from or incurred because of the breach or alleged breach of any representation and/or covenant made by Seller in this Agreement, and from and against any and all loss, cost and/or expense incurred which is sustained by Purchaser in connection therewith, including, but not limited to, reasonable attorneys' fees. Purchaser shall have the right to settle and/or compromise all claims and actions against Purchaser in

connection with the Material and/or the other rights or privileges granted to Purchaser hereunder, subject to Seller's consent, not to be unreasonably withheld.

6. Claims: To the extent that Seller may have the right to prevent the use by third parties of the Material in a manner inconsistent with the rights granted to Purchaser hereunder, Seller hereby agrees that Purchaser may take, and Seller irrevocably grants Purchaser full power and authority to commence and prosecute in Seller's name such claims, actions and/or proceedings, any and all such steps as Purchaser in its discretion may elect, to restrain and prevent others from so doing, and Seller shall cooperate fully with Purchaser in this regard. Any costs incurred by Purchaser in connection with such claims shall be considered an "actual expense" pursuant to paragraph 3 above.

7. Further Instruments: At Purchaser's request, Seller agrees to execute and deliver to Purchaser such further documents as Purchaser may reasonably require to effectuate the intent and purpose of this Agreement. If Seller fails to execute and delivery such instruments to Purchaser within a reasonable time after such request, Seller hereby irrevocably appoints Purchaser Seller's attorney-in-fact to execute such instruments.

8. Notices and Payments: Any notice shall be given in writing, as follows:

To Seller: c/o Morganroth & Morganroth
28588 Northwestern Highway, Ste 444
Southfield, MI 48034
Attn: Mayer Morganroth, Esq.

To Amblin': 100 Universal City Plaza, Bungalow 477
Universal City, CA 91608
Attention: Brad Globe

With courtesy copy to : Gang, Tyre, Ramer & Brown, Inc.
6400 Sunset Bldg
Los Angeles, CA 90028
Attention: Bruce M. Ramer, Esq.

To Universal: 100 Universal City Plaza
Universal City, CA 91608
Attn: Feature Law Dept.

Any party may designate a substitute address by written notice to the others. Notices shall be mailed or transmitted by cable or telegraph and the date of mailing or transmission of any notice shall be deemed the date of service thereof. All payments to Seller hereunder shall be made by delivery or mailing to Seller at the address set forth above.

9. Assignment: This Agreement shall bind and inure to the benefit of Seller's and Purchaser's respective heirs, legal representatives, successors and assigns. Purchaser may assign or license all or any part of the rights in the Material granted to Purchaser hereunder. The term "person" as used herein shall include natural persons, firms and corporations.

10. Laws: This Agreement shall be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of California applicable to agreements executed and to be wholly performed within that state.

11. Merger: This agreement includes the entire understanding of the parties with respect to the subject matter hereof, and all prior and concurrent oral agreements, and all prior written agreements with respect to such subject matter, have been merged herein. No representations or warranties have been made other than those expressly provided for herein. This Agreement may not be modified, except by a written instrument signed by the parties.


JOHN Z. DELOEAN

AMBLIN' ENTERTAINMENT, INC.

By 

UNIVERSAL PICTURES, a division of
Universal City Studios, Inc.

By 
Vice President

United States Patent (19)
Giazaro

(11) Patent Number **Dec. 283,882**
(43) Date of Patent **May 20, 1986**

(54) **AUTOMOBILE**

(34) **References Cited**
PUBLICATIONS

(73) Invention **Giorgio Giazaro, Turin, Italy**

Road & Track, 1/73, p. 88, Lamborghini P120 Uraco, top right side of page.

(72) Assignee **Dalarna Motor Company**

Primary Examiner—James M. Gandy
Attorney Agent or Firm—David A. Mason

(*) Term **14 Years**

(57) **CLAIM**

The ornamental design for an automobile, as shown and described.

(21) Appl. No. **273,891**

DESCRIPTION

FIG. 1 is a front perspective view of an automobile showing my new design;

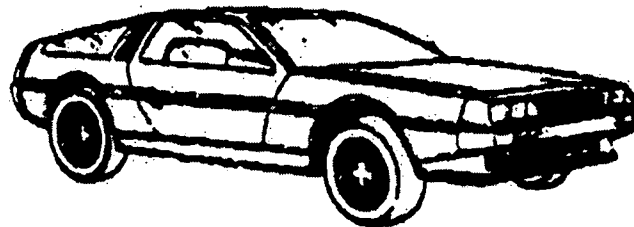
FIG. 2 is a rear perspective view thereof;

FIG. 3 is a front elevational view thereof; and

FIG. 4 is a rear elevational view thereof.

The side opposite to that shown in FIGS. 1 and 2 of the drawing is substantially a mirror image thereof.

(22) Filed **Jan. 12, 1981**
(32) U.S. Cl. **D12/91**
(58) Field of Search **D12/91, 92, 296/183**



*Wester -
Oosterbeek Ullach
AL -
Sched. "I"*

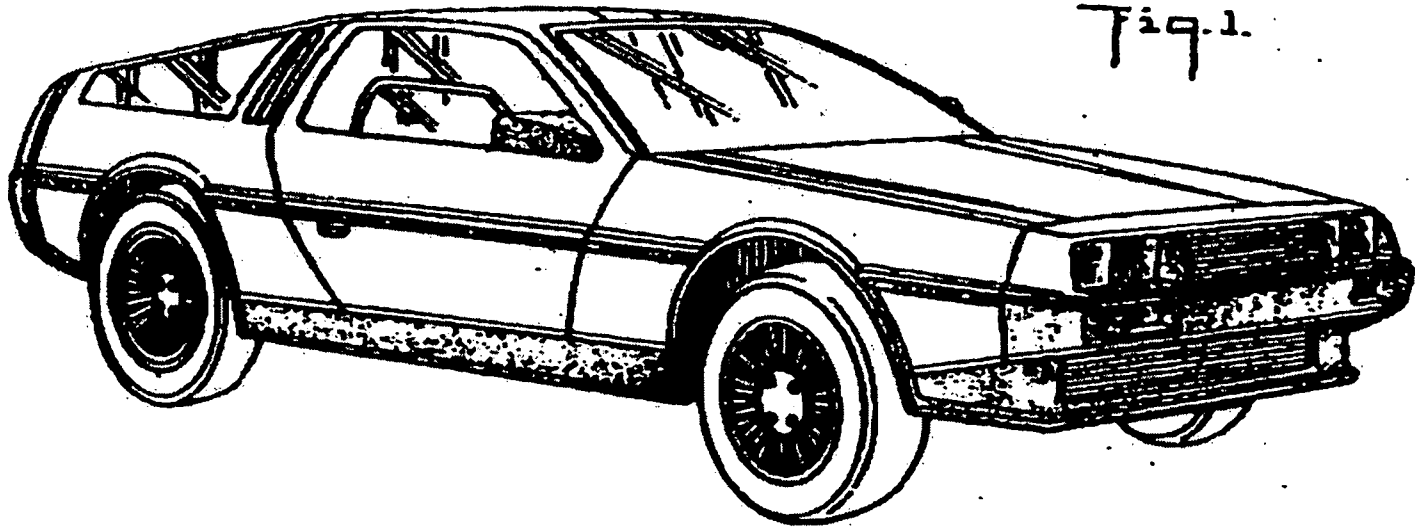


Fig. 1.

U.S. Patent May 20, 1986 Sheet 1 of 3 Des. 283,882

APR-11-1989 TUE 12:11 LEWIS & ROSS PCTH

TEL NO: 1-512-755-2017

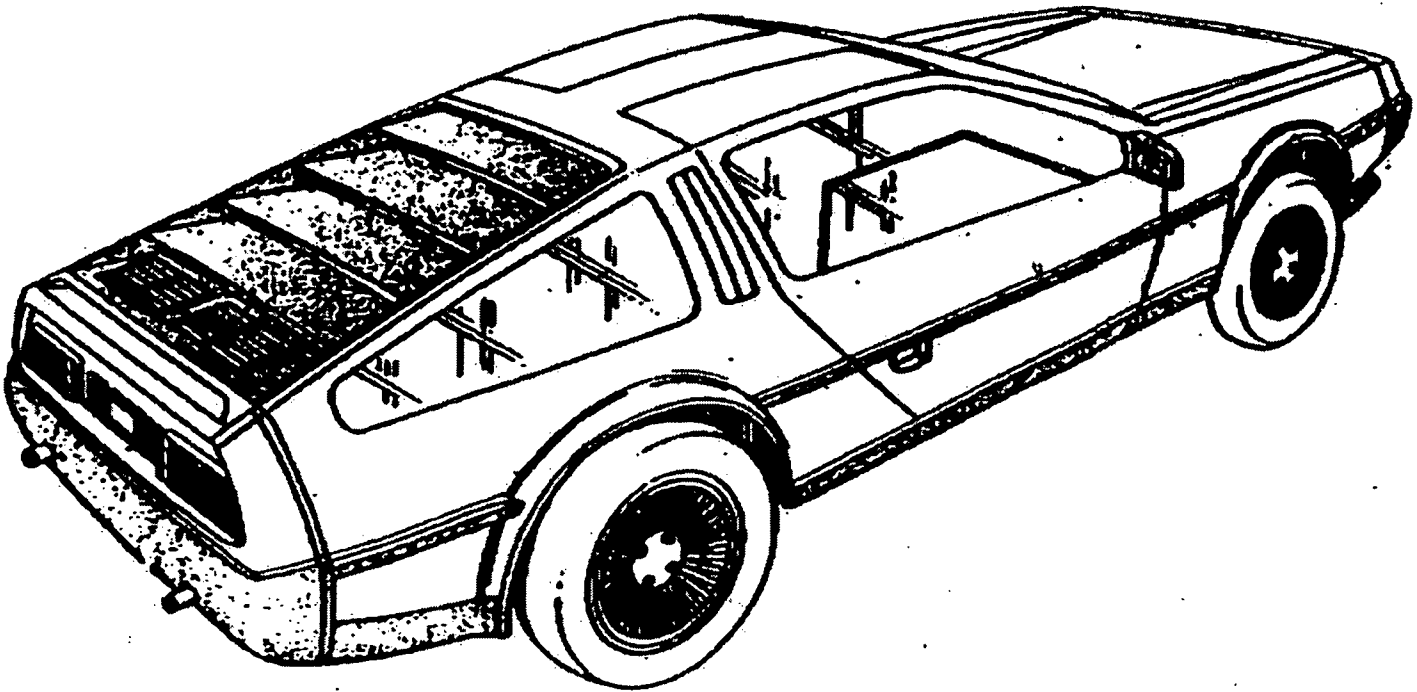
583 583

FIGURE 1

APR 11 1989 TUE 13:12 DIMAYER NORSHAMPTON TEL NO:1-513-295-2317 FAX: 408

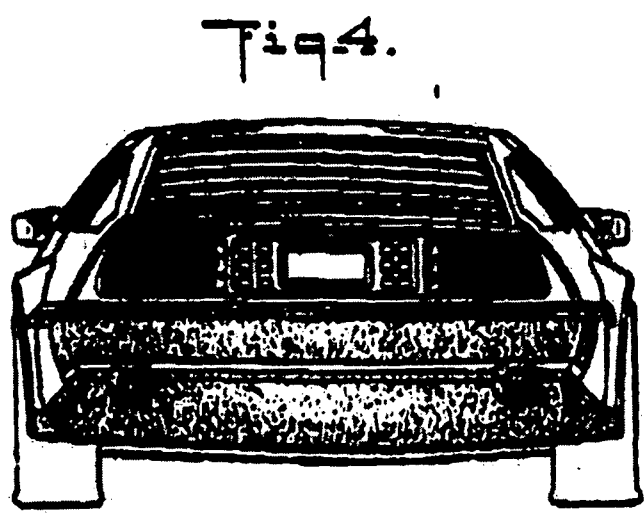
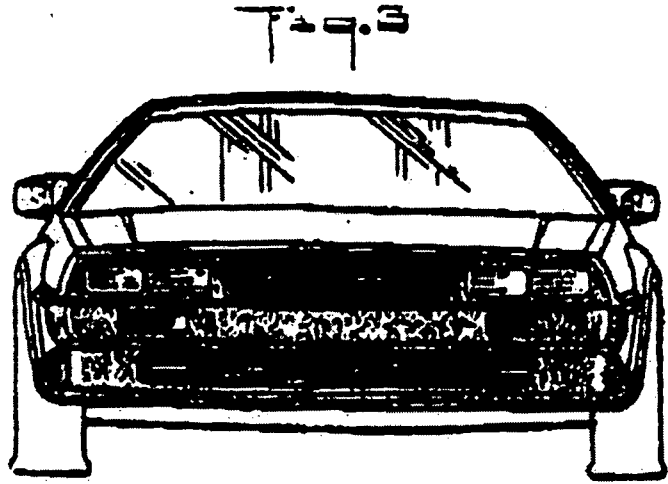
U.S. Patent May 20, 1986 Sheet 2 of 3 Des. 283,882

Fig. 2



ORIGINATOR

U.S. Patent, May 20, 1986 Sheet 3 of 3 Des. 283,882



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2 Jordan A. Liebman (317930)
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11 lsaenz@foleybezek.com

12 Attorneys for Plaintiff

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ORANGE**

16 DELOREAN MOTOR COMPANY, a
17 Texas corporation,
18 Plaintiff,

19 vs.

20 NBCUNIVERSAL MEDIA LLC, a
21 Delaware limited liability company, and
22 DOES 1 through 50, inclusive,
23 Defendants.

Case No. 30-2022-01288318-CU-BC-CJC
Assigned for All Purposes Judge Nico Dourbetas

COMPLAINT FOR:

- 1. Breach of Contract;
- 2. Accounting; and
- 3. Trademark and trade dress infringement (15 U.S.C. §1114; 15 U.S.C. §1125(a); 15 U.S.C §1051, *et seq.*)

JURY TRIAL DEMANDED

1 **INTRODUCTION**

2 1. This action arises out of Defendant NBCUniversal Media LLC's failure to
3 account to and pay Plaintiff DeLorean Motor Company ("DMC") for the use of Plaintiff's
4 famous trademarks and trade dress .

5 **PARTIES**

6 2. Plaintiff DMC is, and at all times mentioned herein, a Texas corporation with
7 offices located in the County of Orange, California.

8 3. Defendant NBCUniversal Media LLC is a Delaware limited liability company
9 with offices located in New York City, New York. NBCUniversal does substantial and
10 continuous business in the State of California, including the County of Orange, California.

11 4. The true names and capacities, whether individual, corporate, associate or
12 otherwise, of Defendants DOES 1 through 50, inclusive, are unknown to Plaintiff at this time.
13 Plaintiff therefore sues those Defendants by their fictitious names. Plaintiff will ask leave of the
14 Court to amend this Complaint to set forth the true names of those Defendants when ascertained.
15 Each of the Defendants, including those named as DOE, are responsible in some manner for the
16 events and happenings herein referred to, including without limitation on an agency, respondent
17 superior, partnership, joint venture, co-conspirator and/or alter ego theory, and are therefore
18 responsible for the damages alleged herein.

19 **JURISDICTION AND VENUE**

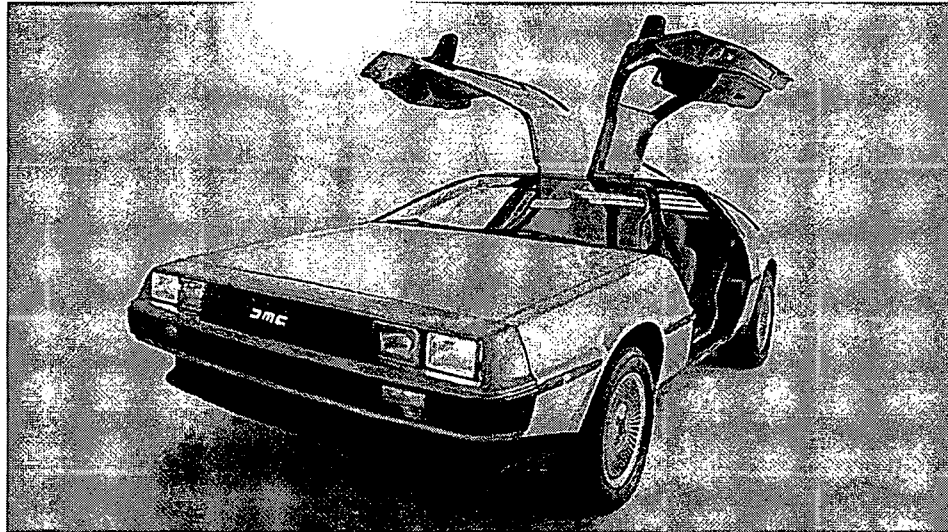
20 5. The Superior Court of California for the County of Orange has jurisdiction to hear
21 this case and venue is proper in this county because (1) the damages sought exceed the
22 jurisdictional minimum necessary to constitute an unlimited civil case; (2) Defendant does
23 substantial and continuous business in the County; and (3) Plaintiff was harmed in the County of
24 Orange. Additionally, many of the wrongful acts complained of herein occurred in the State of
25 California, infringing activities occurring at Defendant's Universal Studios theme park in
26 Universal City, California.

1 **FACTUAL BACKGROUND**

2 **A. John DeLorean creates the DeLorean sports car**

3 6. In or about 1975, John Z. DeLorean—an American engineer, inventor, and
4 businessman—founded that was then the DeLorean Motor Company (“Old DMC”), an American
5 automobile manufacturer.

6 7. Old DMC produced only one car, the DeLorean. The DeLorean was
7 manufactured and marketed for just a few years in the early 1980s. Compared to other cars on
8 the market during that time—and even today—the DeLorean has a distinctive look and style that
9 makes it instantly recognizable. The car is notable for its gull-wing doors (doors that are hinged
10 at the roof rather than the side), brushed stainless steel outer body panels, and shape:



21 8. Despite the distinctive appearance of the DeLorean, its sales failed to meet the
22 levels required for Old DMC to survive. And in or about 1982, the company declared
23 bankruptcy. Eventually, following the bankruptcy filing, a holding company acquired Old
24 DMC’s inventory and intellectual property.

25 **B. The DeLorean becomes a pop-culture icon**

26 9. Though production was short-lived, the DeLorean achieved fame and became
27 well-known to the public, which was only amplified by its appearance as the iconic time machine
28 in the popular *Back to the Future* film franchise. The first film, *Back to the Future*, released in

1 1985, heavily featured a modified DeLorean as a time machine. *Back to the Future* was the
2 highest grossing film of 1985 and became an instant hit. The success of the original film
3 spawned sequels, an animated series, a theatrical adaptation, videogames, and rides at Universal
4 Studios theme parks in the United States and abroad.

5 10. In 1989, Mr. DeLorean and Universal Studios—also known as Universal
6 Pictures—entered into an agreement pursuant to which Universal Studios was granted certain
7 rights in and to the name and appearance of the DeLorean automobile for use in merchandising
8 and commercial tie-ups in connection to the *Back to the Future* films. In exchange for these
9 rights, Universal Studios agreed to pay Mr. DeLorean five percent (5%) of its net receipts from
10 merchandising and commercial tie-ups in connection to the *Back to the Future* Films. The
11 agreement states that it binds and inures to the benefit of Mr. DeLorean’s and Universal Studios’
12 heirs, legal representatives, successors, and assigns. A true and correct copy of the 1989
13 agreement is attached hereto as **Exhibit 1**.

14 11. Since the execution of the 1989 agreement, the DeLorean has been featured in
15 other films, including the film *Ready Player One* (without DMC authorization), advertising
16 material for the films, as well as toys, cartoons, videogames, apparel, and other merchandise
17 related to the film franchise.

18 12. The DeLorean was also key feature of the *Back to the Future* ride at Universal
19 Studios theme park locations in California, Florida, and Japan, which are all owned by
20 NBCUniversal. Patrons rode a modified DeLorean, portrayed as a time machine, as in the *Back*
21 *to the Future* films. The ride first opened in 1991 at the Florida theme park, with subsequent
22 openings in 1993 in California and 2001 in Japan. The ride closed in 2007 in California and
23 Florida and closed in 2016 in Japan.

24 **C. The DeLorean Motor Company acquires the DeLorean trademarks and related**
25 **property**

26 13. In or about 1997, the holding company that had acquired Old DMC’s inventory
27 and intellectual property after the automaker filed for bankruptcy was looking to sell. Plaintiff
28 DeLorean Motor Company (“DMC” or “DMC Texas”) acquired the entire stock of cars, parts,

1 inventory, engineering drawings, diagrams, publications, and even the assembly benches and
2 crates used in the original factory. In addition to this intellectual property, DMC also
3 concomitantly acquired rights to the goodwill, trademarks and trade dress used for the continued
4 fabrication and sale of the purchased inventory.

5 14. In 2014, Mr. DeLorean's surviving wife, Sally DeLorean, filed suit against DMC
6 in New Jersey federal court, alleging that DMC had wrongly appropriated intellectual property
7 that she claimed belonged to the Estate of John Z. DeLorean ("DeLorean Estate"). In September
8 2015, the parties settled the dispute. The settlement agreement was memorialized in a final
9 judgement declaring DMC the true and rightful owner of the rights to use all of the marks
10 associated with the DeLorean automobile.


11 15. Pursuant to the settlement agreement, the DeLorean Estate released and
12 discharged any and all claims "that were sought, or could have been sought," in the action,
13 except for "the obligations of [DMC]" as set forth in the agreement.

14 16. Further, the DeLorean Estate "acknowledge[d] [DMC's] trademark and rights to
15 use the DeLorean automobile brand, and associated products and services." Additionally, per the
16 settlement agreement, the DeLorean Estate—as part of the acknowledgement of rights in DMC
17 —agreed it had no rights and covenanted not to sue DMC for the latter's use of the following
18 words and trademarks: (a) the name "DeLorean Motor Company," (b) the "DMC" logo, and (c)
19 the stylized word "delorean." Mrs. DeLorean, individually and as Administratrix for the
20 DeLorean Estate, also acknowledged "the worldwide rights of [DMC] to use, register, and
21 enforce any of the DeLorean Marks for any and all goods and services, relating to automobile
22 dealerships, automobiles, automobile parts and accessories, clothing, and promotional items."

23 17. In 2018, Mrs. DeLorean again sued DMC in New Jersey federal court, this time
24 alleging that the DeLorean Estate was entitled to royalty payments that Universal Studios
25 allegedly made to DMC (U.S. District Court for the District of New Jersey Case No. 18-
26 8212(JLL)). Specifically, Mrs. DeLorean alleged that the DeLorean Estate and not DMC was
27 entitled to Universal Studios' royalty payments per the 1989 agreement between Mr. DeLorean
28 and Universal Studios.

1 18. DMC Texas moved to dismiss Mrs. DeLorean's complaint and enforce the
 2 settlement agreement it previously entered into with her. The U.S. District Court for the District
 3 of New Jersey granted that motion on October 11, 2018. The district court determined that the
 4 subject matter of the settlement agreement and Universal Studios agreement overlapped, as both
 5 agreements apply to the use of the word "DeLorean" and the DMC logo, and relate to the
 6 DeLorean automobile's image and trade dress. The district court also determined that both
 7 agreements pertained to the use of these names and trademarks in a similar context—i.e., the
 8 manufacturing and merchandising of products displaying the DeLorean automobile's image and
 9 brand. Given all this, the district court concluded that Mrs. DeLorean's claims under the
 10 Universal Studios agreement were incorporated in, and therefore barred by, the settlement
 11 agreement.

12 19. DMC remains the sole owner of the above-mentioned DeLorean intellectual
 13 property and registered marks. In the United States, DMC owns the following registered
 14 trademarks and trade dress application:

15	Mark/Design	Serial Number	Registration Number
16	DMC	88813772	6147338
17	DE LOREAN	87236125	5382005
18	DMC	87236140	5376560
19	DELOREAN MOTOR COMPANY	87236137	5371356
20	DE LOREAN	86681716	4895663
21	DELOREAN MOTOR COMPANY	86681711	4935970
22	DMC	85638115	4304360
23	DE LOREAN	77534722	3914710
24	DE LOREAN	77977620	3715283
25		97049638	
26			
27			
28			

1 **D. NBCUniversal fails to account to and pay the DeLorean Motor Company the**
2 **royalties it is entitled to**

3 20. In or about 2004, Universal Studios and NBC merged, creating NBCUniversal.
4 As such, NBCUniversal is Universal Studios' successor in interest as to the licensing rights
5 granted to Universal Studios by the March 1989 agreement between Mr. DeLorean and
6 Universal Studios. NBCUniversal has substantial ties to California and conducts a majority—or
7 at least almost a majority—of its business in California.

8 21. Since 2004, NBCUniversal has continuously used the DeLorean automobile in its
9 merchandising and commercial tie-ups in connection to the *Back to the Future* films. For
10 example, NBCUniversal used the DeLorean trademark and DMC's other intellectual property by
11 incorporating the "DeLorean Motor Company" name, the "DMC" logo, the stylized word
12 "delorean," and images, likeness and trade dress of the DeLorean in products sold by
13 NBCUniversal, promotional materials, television shows, continued sales of the *Back to the*
14 *Future* films, the film *Ready Player One*, and the *Back to the Future* rides at multiple Universal
15 Studios theme parks. The images, likeness, and trade dress of the DeLorean and other DeLorean-
16 related intellectual property can be found in the form of toys, on posters, in videogames, on t-
17 shirts, on lunchboxes, and in other products sold and/or licensed to third parties by
18 NBCUniversal.

19 22. Despite NBCUniversal's continuous use of the license originally granted to
20 Universal Studios, and although NBCUniversal has continued to pay out some royalties,
21 NBCUniversal has failed to fully pay DMC for such use per the 1989 agreement. NBCUniversal
22 has not fully paid DMC five percent (5%) of NBCUniversal's net receipts from merchandising
23 and commercial tie-ups in connection with the *Back to the Future* films, and other products and
24 services.

25 23. DMC has requested that NBCUniversal provide accurate accountings of the
26 monies owed to DMC, but NBCUniversal has delayed, deflected and refused these requests.
27 NBCUniversal has also refused to disclose the extent of its use of the license granted to it. DMC
28

1 thus does not know the full extent of NBCUniversal's use of DMC Texas' valuable intellectual
2 property.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **Breach of Contract**

6 **(Against Defendant and DOES 1 through 50)**

7 24. Plaintiff incorporates by reference paragraphs 1-23 of this Complaint as though
8 set forth fully at this point.

9 25. In 1989, John Z. DeLorean and Universal Studios entered into a written
10 agreement by which Universal Studios was granted certain rights in and to the name and
11 appearance of the DeLorean automobile for use in merchandising and commercial tie-ups in
12 connection to the *Back to the Future* films. In exchange for these rights, Universal Studios
13 agreed to pay Mr. DeLorean five percent (5%) of its net receipts from merchandising and
14 commercial tie-ups in connection to the *Back to the Future* films. The agreement states that it
15 binds and inures to the benefit of Mr. DeLorean's and Universal Studios' heirs, legal
16 representatives, successors, and assigns.

17 26. DMC is the successor in interest to Mr. DeLorean, as it acquired all of Old
18 DMC's DeLorean-related intellectual property. NBCUniversal is the successor in interest to
19 Universal Studios by way of a merger between NBC and Universal Studios in 2004. As such,
20 DMC stands in the shoes of Mr. DeLorean and NBCUniversal stands in the shoes of Universal
21 Studios in relation to the March 1989 agreement.

22 27. NBCUniversal has continued to use the name, image, likeness, trademarks and
23 trade dress of the DeLorean automobile in merchandising and commercial tie-ups, including,
24 without limitation, in connection to the *Back to the Future* films, as described above. However,
25 in violation of the March 1989 agreement, NBCUniversal has failed to fully pay DMC the
26 amount it is owed per the agreement (five percent (5%) of its net receipts from merchandising
27 and commercial tie-ups in connection to the *Back to the Future* films).
28

1 uses in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark
2 or dress that is likely to cause confusion, or to cause mistake, or to deceive. Here, NBCUniversal
3 has violated the Lanham Act by infringing on DMC's DeLorean-related trademarks and trade
4 dress.

5 36. DMC is the owner of valid and protectable trademarks and trade dress. For
6 example, DMC Texas owns the trademarks to (a) "DeLorean Motor Company," (b) the "DMC"
7 logo, (c) the stylized word "delorean" and (d) DeLorean trade dress.

8 37. NBCUniversal infringed on these trademarks and trade dress. NBCUniversal has
9 not abided by its licensing agreement whereby it can use these trademarks and trade dress for
10 merchandising and commercial tie-ups in connection to the *Back to the Future* films.
11 NBCUniversal has delayed, deflected and refused to account to and pay DMC what it is owed
12 under the agreement for NBCUniversal's use of the trademarks and trade dress. As such, DMC
13 has not consented to NBCUniversal's use of these marks and dress.

14 38. Moreover, NBCUniversal has used reproductions, counterfeits, copies, and/or
15 colorable imitations of these registered marks and dress without DMC's consent.
16 NBCUniversal's infringement includes the use of DMC Texas' trademarks in contexts beyond
17 what is permitted by the March 1989 agreement. Specifically, NBCUniversal has reproduced,
18 counterfeited, copied, and or imitated the trademarks and trade dress in products sold by it and in
19 promotion of its films, products, and theme parks in contexts other than merchandising and
20 commercial tie-ups in connection to the *Back to the Future* films. Additionally, NBCUniversal
21 has "licensed" to third parties, without any authorization or consent from DMC, the subject
22 trademarks for use in those third parties' own goods and services, including, without limitation,
23 the film *Ready Player One*.

24 39. NBCUniversal's infringement is likely to cause confusion, or to cause mistake, or
25 to deceive members of the public.

26 40. As a result of NBCUniversal's infringement, DMC has suffered damages in an
27 amount to be determined at the time of trial. And DMC is entitled to disgorgement of
28 NBCUniversal's profits obtained from its infringement.

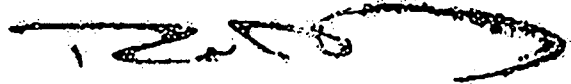
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JURY TRIAL DEMANDED

Plaintiff hereby demands a jury trial on all causes of action for which a jury is available under the law.

Dated: October 26, 2022.

FOLEY BEZEK BEHLE & CURTIS, LLP



By:

Roger N. Behle, Jr. (174755)
Attorneys for Plaintiff

Exhibit B

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

NBCUNIVERSAL MEDIA LLC, a Delaware limited liability company,
and DOES 1 through 50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

DELOREAN MOTOR COMPANY, a Texas corporation

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.


Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): **Orange County Superior Court**
700 Civic Center Drive West
Santa Ana, CA 92701

CASE NUMBER:
(Número del Caso): **30-2022-01288318-CU-BC-CJC**

Judge Nico Dourbetas

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Roger N. Behle, Jr., 15 West Carrillo Street, Santa Barbara, CA 93101, (714) 556-1700

DATE: **10/26/2022** DAVID H. YAMASAKI, Clerk of the Court Clerk, by **J. Duarte** , Deputy (Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

Exhibit C

Electronically Filed by Superior Court of California, County of Orange, 10/26/2022 08:13:28 PM
 31-742-310-0036 - ROA #3 - DAVID H. YAMASAKI, Clerk of the Court By J. Page ID # 64
 FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address):
 Roger N. Behle, Jr., SBN 174755
 FOLEY BEZEK BEHLE & CURTIS LLP, 15 W. Carrillo St., Santa Barbara, CA 93101

TELEPHONE NO.: 714-556-1700 FAX NO. (Optional): 714-546-5005
 E-MAIL ADDRESS: rbehle@foleybezek.com
 ATTORNEY FOR (Name): Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
 STREET ADDRESS: 700 Civic Center Drive West
 MAILING ADDRESS:
 CITY AND ZIP CODE: Santa Ana, CA 92701
 BRANCH NAME: Central Justice Center

CASE NAME:
 DELOREAN MOTOR COMPANY v. NBCUNIVERSAL MEDIA LLC

CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 30-2022-01288318-CU-BC-CJC
				JUDGE: Judge Nico Dourbetas DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Three: 1. Breach of Contract; 2. Accounting; 3. Trademark and Trade Dress Infringement
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 26, 2022

Roger N. Behle, Jr.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other P/DPD/W (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other P/DPD/W (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/W (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other P/DPD/W

Non-P/DPD/W (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-P/DPD/W Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Exhibit D

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 W. Civic Center DRIVE MAILING ADDRESS: 700 W. Civic Center Drive CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE Oct 27, 2022 Clerk of the Superior Court By: J. DUARTE, Deputy
PLANTIFF: DELOREAN MOTOR COMPANY	
DEFENDANT: NBCUNIVERSAL MEDIA LLC	
Short Title: DELOREAN MOTOR COMPANY VS. NBCUNIVERSAL MEDIA LLC	CASE NUMBER: 30-2022-01288318-CU-BC-CJC
NOTICE OF HEARING CASE MANAGEMENT CONFERENCE	

Please take notice that a(n), Case Management Conference has been scheduled for hearing on 07/10/2023 at 09:00:00 AM in Department C14 of this court, located at Central Justice Center.

Plaintiff(s)/Petitioner(s) to provide notice to all defendant(s)/respondent(s). Parties who file pleadings that add new parties to the proceeding must provide notice of the Case Management Conference to the newly added parties.

IMPORTANT: Prior to your hearing date, please check the Court's website for the most current instructions regarding how to appear for your hearing and access services that are available to answer your questions.

Civil Matters - <https://www.occourts.org/media-relations/civil.html>

Probate/Mental Health - <https://www.occourts.org/media-relations/probate-mental-health.html>

Appellate Division - <https://www.occourts.org/media-relations/appeals-records.html>

IMPORTANTE: Antes de la fecha de su audiencia, visite el sitio web de la Corte para saber cuáles son las instrucciones más actuales para participar en la audiencia y tener acceso a los servicios disponibles para responder a sus preguntas.

Casos Civiles - <https://www.occourts.org/media-relations/civil.html>

Casos de Probate y Salud Mental - <https://www.occourts.org/media-relations/probate-mental-health.html>

División de apelaciones - <https://www.occourts.org/media-relations/appeals-records.html>

QUAN TRỌNG: Trước ngày phiên tòa của quý vị, vui lòng kiểm tra trang mạng của tòa án để biết những hướng dẫn mới nhất về cách ra hầu phiên tòa của quý vị và tiếp cận những dịch vụ hiện có để giải đáp những thắc mắc của quý vị.

Vấn Đề Dân Sự - <https://www.occourts.org/media-relations/civil.html>

Thủ Tục Di Chúc/Sức Khỏe Tinh Thần - <https://www.occourts.org/media-relations/probate-mental-health.html>

Ban phúc thẩm - <https://www.occourts.org/media-relations/appeals-records.html>

Clerk of the Court, By:  , Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE Central Justice Center 700 W. Civic Center DRIVE Santa Ana 92701	
SHORT TITLE: DELOREAN MOTOR COMPANY VS. NBCUNIVERSAL MEDIA LLC	
CLERK'S CERTIFICATE OF SERVICE BY MAIL	CASE NUMBER: 30-2022-01288318-CU-BC-CJC

I certify that I am not a party to this cause. I certify that a true copy of the above Notice of Hearing has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practices and addressed as indicated below. The certification occurred at Santa Ana, California, on 10/27/2022. Following standard court practice the mailing will occur at Sacramento, California on 10/28/2022.

Clerk of the Court, by:  _____, Deputy

FOLEY BEZEK BEHLE & CURTIS, LLP
575 ANTON BOULEVARD # 710
COSTA MESA, CA 92626

Exhibit E

1 Roger N. Behle, Jr. (174755)
2 Jordan A. Liebman (317930)
3 Luis A. Saenz (336311)
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12 Attorneys for Plaintiff

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ORANGE**

16 DELOREAN MOTOR COMPANY, a
17 Texas corporation,
18 Plaintiff,

19 vs.

20 NBCUNIVERSAL MEDIA LLC, a
21 Delaware limited liability company, and
22 DOES 1 through 50, inclusive,
23 Defendants.

Case No. 30-2022-01288318-CU-BC-CJC
Judge Nick A. Dourbetas, Dept. C14

NOTICE OF ERRATA RE: COMPLAINT

Complaint Filed: October 26, 2022

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1 **TO THE COURT, AND TO DEFENDANTS AND THEIR COUNSEL OF RECORD:**

2 Plaintiff DeLorean Motor Company (“Plaintiff”) hereby submits a Notice of Errata and
3 Correction to the Complaint, filed on October 26, 2022 (“Complaint”).

4 Specifically, it was just discovered that Plaintiff inadvertently omitted exhibit 1, which was
5 intended to be attached to the Complaint. Plaintiff hereby submits the Complaint with attached
6 exhibit 1 as **Exhibit A**.

7

8 Dated: November 1, 2022

FOLEY BEZEK BEHLE & CURTIS, LLP

9

10



11

By: _____

12

Roger N. Behle, Jr. (174755)
Attorneys for Plaintiff

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EXHIBIT A

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 9 Attorneys for Plaintiff

10
 11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **FOR THE COUNTY OF ORANGE**

13
 14 DELOREAN MOTOR COMPANY, a
 Texas corporation,

15 Plaintiff,

16 vs.

17
 18 NBCUNIVERSAL MEDIA LLC, a
 19 Delaware limited liability company, and
 20 DOES 1 through 50, inclusive,
 Defendants.

Case No.

COMPLAINT FOR:

1. **Breach of Contract;**
2. **Accounting; and**
3. **Trademark and trade dress infringement (15 U.S.C. §1114; 15 U.S.C. §1125(a); 15 U.S.C §1051, et seq.)**

JURY TRIAL DEMANDED

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1 **INTRODUCTION**

2 1. This action arises out of Defendant NBCUniversal Media LLC’s failure to
3 account to and pay Plaintiff DeLorean Motor Company (“DMC”) for the use of Plaintiff’s
4 famous trademarks and trade dress .

5 **PARTIES**

6 2. Plaintiff DMC is, and at all times mentioned herein, a Texas corporation with
7 offices located in the County of Orange, California.

8 3. Defendant NBCUniversal Media LLC is a Delaware limited liability company
9 with offices located in New York City, New York. NBCUniversal does substantial and
10 continuous business in the State of California, including the County of Orange, California.

11 4. The true names and capacities, whether individual, corporate, associate or
12 otherwise, of Defendants DOES 1 through 50, inclusive, are unknown to Plaintiff at this time.
13 Plaintiff therefore sues those Defendants by their fictitious names. Plaintiff will ask leave of the
14 Court to amend this Complaint to set forth the true names of those Defendants when ascertained.
15 Each of the Defendants, including those named as DOE, are responsible in some manner for the
16 events and happenings herein referred to, including without limitation on an agency, respondent
17 superior, partnership, joint venture, co-conspirator and/or alter ego theory, and are therefore
18 responsible for the damages alleged herein.

19 **JURISDICTION AND VENUE**

20 5. The Superior Court of California for the County of Orange has jurisdiction to hear
21 this case and venue is proper in this county because (1) the damages sought exceed the
22 jurisdictional minimum necessary to constitute an unlimited civil case; (2) Defendant does
23 substantial and continuous business in the County; and (3) Plaintiff was harmed in the County of
24 Orange. Additionally, many of the wrongful acts complained of herein occurred in the State of
25 California, infringing activities occurring at Defendant’s Universal Studios theme park in
26 Universal City, California.

1 **FACTUAL BACKGROUND**

2 **A. John DeLorean creates the DeLorean sports car**

3 6. In or about 1975, John Z. DeLorean—an American engineer, inventor, and
4 businessman—founded that was then the DeLorean Motor Company (“Old DMC”), an American
5 automobile manufacturer.

6 7. Old DMC produced only one car, the DeLorean. The DeLorean was
7 manufactured and marketed for just a few years in the early 1980s. Compared to other cars on
8 the market during that time—and even today—the DeLorean has a distinctive look and style that
9 makes it instantly recognizable. The car is notable for its gull-wing doors (doors that are hinged
10 at the roof rather than the side), brushed stainless steel outer body panels, and shape:



21 8. Despite the distinctive appearance of the DeLorean, its sales failed to meet the
22 levels required for Old DMC to survive. And in or about 1982, the company declared
23 bankruptcy. Eventually, following the bankruptcy filing, a holding company acquired Old
24 DMC’s inventory and intellectual property.

25 **B. The DeLorean becomes a pop-culture icon**

26 9. Though production was short-lived, the DeLorean achieved fame and became
27 well-known to the public, which was only amplified by its appearance as the iconic time machine
28 in the popular *Back to the Future* film franchise. The first film, *Back to the Future*, released in

1 1985, heavily featured a modified DeLorean as a time machine. *Back to the Future* was the
2 highest grossing film of 1985 and became an instant hit. The success of the original film
3 spawned sequels, an animated series, a theatrical adaptation, videogames, and rides at Universal
4 Studios theme parks in the United States and abroad.

5 10. In 1989, Mr. DeLorean and Universal Studios—also known as Universal
6 Pictures—entered into an agreement pursuant to which Universal Studios was granted certain
7 rights in and to the name and appearance of the DeLorean automobile for use in merchandising
8 and commercial tie-ups in connection to the *Back to the Future* films. In exchange for these
9 rights, Universal Studios agreed to pay Mr. DeLorean five percent (5%) of its net receipts from
10 merchandising and commercial tie-ups in connection to the *Back to the Future* Films. The
11 agreement states that it binds and inures to the benefit of Mr. DeLorean’s and Universal Studios’
12 heirs, legal representatives, successors, and assigns. A true and correct copy of the 1989
13 agreement is attached hereto as **Exhibit 1**.

14 11. Since the execution of the 1989 agreement, the DeLorean has been featured in
15 other films, including the film *Ready Player One* (without DMC authorization), advertising
16 material for the films, as well as toys, cartoons, videogames, apparel, and other merchandise
17 related to the film franchise.

18 12. The DeLorean was also key feature of the *Back to the Future* ride at Universal
19 Studios theme park locations in California, Florida, and Japan, which are all owned by
20 NBCUniversal. Patrons rode a modified DeLorean, portrayed as a time machine, as in the *Back*
21 *to the Future* films. The ride first opened in 1991 at the Florida theme park, with subsequent
22 openings in 1993 in California and 2001 in Japan. The ride closed in 2007 in California and
23 Florida and closed in 2016 in Japan.

24 **C. The DeLorean Motor Company acquires the DeLorean trademarks and related**
25 **property**

26 13. In or about 1997, the holding company that had acquired Old DMC’s inventory
27 and intellectual property after the automaker filed for bankruptcy was looking to sell. Plaintiff
28 DeLorean Motor Company (“DMC” or “DMC Texas”) acquired the entire stock of cars, parts,

1 inventory, engineering drawings, diagrams, publications, and even the assembly benches and
2 crates used in the original factory. In addition to this intellectual property, DMC also
3 concomitantly acquired rights to the goodwill, trademarks and trade dress used for the continued
4 fabrication and sale of the purchased inventory.

5 14. In 2014, Mr. DeLorean’s surviving wife, Sally DeLorean, filed suit against DMC
6 in New Jersey federal court, alleging that DMC had wrongly appropriated intellectual property
7 that she claimed belonged to the Estate of John Z. DeLorean (“DeLorean Estate”). In September
8 2015, the parties settled the dispute. The settlement agreement was memorialized in a final
9 judgement declaring DMC the true and rightful owner of the rights to use all of the marks
10 associated with the DeLorean automobile.


11 15. Pursuant to the settlement agreement, the DeLorean Estate released and
12 discharged any and all claims “that were sought, or could have been sought,” in the action,
13 except for “the obligations of [DMC]” as set forth in the agreement.

14 16. Further, the DeLorean Estate “acknowledge[d] [DMC’s] trademark and rights to
15 use the DeLorean automobile brand, and associated products and services.” Additionally, per the
16 settlement agreement, the DeLorean Estate—as part of the acknowledgement of rights in DMC
17 —agreed it had no rights and covenanted not to sue DMC for the latter’s use of the following
18 words and trademarks: (a) the name “DeLorean Motor Company,” (b) the “DMC” logo, and (c)
19 the stylized word “delorean.” Mrs. DeLorean, individually and as Administratrix for the
20 DeLorean Estate, also acknowledged “the worldwide rights of [DMC] to use, register, and
21 enforce any of the DeLorean Marks for any and all goods and services, relating to automobile
22 dealerships, automobiles, automobile parts and accessories, clothing, and promotional items.”

23 17. In 2018, Mrs. DeLorean again sued DMC in New Jersey federal court, this time
24 alleging that the DeLorean Estate was entitled to royalty payments that Universal Studios
25 allegedly made to DMC (U.S. District Court for the District of New Jersey Case No. 18-
26 8212(JLL)). Specifically, Mrs. DeLorean alleged that the DeLorean Estate and not DMC was
27 entitled to Universal Studios’ royalty payments per the 1989 agreement between Mr. DeLorean
28 and Universal Studios.

1 18. DMC Texas moved to dismiss Mrs. DeLorean's complaint and enforce the
 2 settlement agreement it previously entered into with her. The U.S. District Court for the District
 3 of New Jersey granted that motion on October 11, 2018. The district court determined that the
 4 subject matter of the settlement agreement and Universal Studios agreement overlapped, as both
 5 agreements apply to the use of the word "DeLorean" and the DMC logo, and relate to the
 6 DeLorean automobile's image and trade dress. The district court also determined that both
 7 agreements pertained to the use of these names and trademarks in a similar context—i.e., the
 8 manufacturing and merchandising of products displaying the DeLorean automobile's image and
 9 brand. Given all this, the district court concluded that Mrs. DeLorean's claims under the
 10 Universal Studios agreement were incorporated in, and therefore barred by, the settlement
 11 agreement.

12 19. DMC remains the sole owner of the above-mentioned DeLorean intellectual
 13 property and registered marks. In the United States, DMC owns the following registered
 14 trademarks and trade dress application:

Mark/Design	Serial Number	Registration Number
DMC	88813772	6147338
DE LOREAN	87236125	5382005
DMC	87236140	5376560
DELOREAN MOTOR COMPANY	87236137	5371356
DE LOREAN	86681716	4895663
DELOREAN MOTOR COMPANY	86681711	4935970
DMC	85638115	4304360
DE LOREAN	77534722	3914710
DE LOREAN	77977620	3715283
	97049638	

1 **D. NBCUniversal fails to account to and pay the DeLorean Motor Company the**
2 **royalties it is entitled to**

3 20. In or about 2004, Universal Studios and NBC merged, creating NBCUniversal.
4 As such, NBCUniversal is Universal Studios' successor in interest as to the licensing rights
5 granted to Universal Studios by the March 1989 agreement between Mr. DeLorean and
6 Universal Studios. NBCUniversal has substantial ties to California and conducts a majority—or
7 at least almost a majority—of its business in California.

8 21. Since 2004, NBCUniversal has continuously used the DeLorean automobile in its
9 merchandising and commercial tie-ups in connection to the *Back to the Future* films. For
10 example, NBCUniversal used the DeLorean trademark and DMC's other intellectual property by
11 incorporating the "DeLorean Motor Company" name, the "DMC" logo, the stylized word
12 "delorean," and images, likeness and trade dress of the DeLorean in products sold by
13 NBCUniversal, promotional materials, television shows, continued sales of the *Back to the*
14 *Future* films, the film *Ready Player One*, and the *Back to the Future* rides at multiple Universal
15 Studios theme parks. The images, likeness, and trade dress of the DeLorean and other DeLorean-
16 related intellectual property can be found in the form of toys, on posters, in videogames, on t-
17 shirts, on lunchboxes, and in other products sold and/or licensed to third parties by
18 NBCUniversal.

19 22. Despite NBCUniversal's continuous use of the license originally granted to
20 Universal Studios, and although NBCUniversal has continued to pay out some royalties,
21 NBCUniversal has failed to fully pay DMC for such use per the 1989 agreement. NBCUniversal
22 has not fully paid DMC five percent (5%) of NBCUniversal's net receipts from merchandising
23 and commercial tie-ups in connection with the *Back to the Future* films, and other products and
24 services.

25 23. DMC has requested that NBCUniversal provide accurate accountings of the
26 monies owed to DMC, but NBCUniversal has delayed, deflected and refused these requests.
27 NBCUniversal has also refused to disclose the extent of its use of the license granted to it. DMC
28

1 thus does not know the full extent of NBCUniversal’s use of DMC Texas’ valuable intellectual
2 property.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **Breach of Contract**

6 **(Against Defendant and DOES 1 through 50)**

7 24. Plaintiff incorporates by reference paragraphs 1-23 of this Complaint as though
8 set forth fully at this point.

9 25. In 1989, John Z. DeLorean and Universal Studios entered into a written
10 agreement by which Universal Studios was granted certain rights in and to the name and
11 appearance of the DeLorean automobile for use in merchandising and commercial tie-ups in
12 connection to the *Back to the Future* films. In exchange for these rights, Universal Studios
13 agreed to pay Mr. DeLorean five percent (5%) of its net receipts from merchandising and
14 commercial tie-ups in connection to the *Back to the Future* films. The agreement states that it
15 binds and inures to the benefit of Mr. DeLorean’s and Universal Studios’ heirs, legal
16 representatives, successors, and assigns.

17 26. DMC is the successor in interest to Mr. DeLorean, as it acquired all of Old
18 DMC’s DeLorean-related intellectual property. NBCUniversal is the successor in interest to
19 Universal Studios by way of a merger between NBC and Universal Studios in 2004. As such,
20 DMC stands in the shoes of Mr. DeLorean and NBCUniversal stands in the shoes of Universal
21 Studios in relation to the March 1989 agreement.

22 27. NBCUniversal has continued to use the name, image, likeness, trademarks and
23 trade dress of the DeLorean automobile in merchandising and commercial tie-ups, including,
24 without limitation, in connection to the *Back to the Future* films, as described above. However,
25 in violation of the March 1989 agreement, NBCUniversal has failed to fully pay DMC the
26 amount it is owed per the agreement (five percent (5%) of its net receipts from merchandising
27 and commercial tie-ups in connection to the *Back to the Future* films).

28

1 28. DMC has done all, or substantially all, of the significant things the agreement
2 required it to do.

3 29. DMC has been harmed by NBCUniversal's breach and such breach was a
4 substantial factor in causing the harm. As a result of NBCUniversal's breach, DMC has not been
5 paid the money it is owed pursuant to the agreement. DMC has therefore suffered damages, in an
6 amount to be determined at the time of trial, by NBCUniversal's breach.

7 **SECOND CAUSE OF ACTION**

8 **Accounting**

9 **(Against Defendant and DOES 1 through 50)**

10 30. Plaintiff incorporates by reference paragraphs 1-29 of this Complaint as though
11 set forth fully at this point.

12 31. Per the March 1989 agreement, NBCUniversal has contractual duty to account to
13 and pay DMC five percent (5%) of NBCUniversal's net receipts from merchandising and
14 commercial tie-ups in connection to the *Back to the Future* films. However, NBCUniversal has
15 delayed, deflected and refused to account to and pay DMC what it is owed per the agreement.

16 32. The amount of money due to DMC under the contract is presently unknown and
17 cannot be ascertained without an accounting of the net receipts generated from NBCUniversal's
18 use of DMC's valuable intellectual property.

19 33. DMC therefore requests an accounting to determine the amount of money owed to
20 it per the agreement.

21 **THIRD CAUSE OF ACTION**

22 **Trademark and Trade Dress Infringement (15 U.S.C. §1114; 15 U.S.C. §1125(a); 15 U.S.C**
23 **§1051, et seq.)**

24 **(Against Defendant and DOES 1 through 50)**

25 34. Plaintiff incorporates by reference paragraphs 1-33 of this Complaint as though
26 set forth fully at this point.

27 35. The Lanham Act governs suits for the infringement of registered trademarks and
28 trade dress. It imposes liability for infringement if, without the registrant's consent, the defendant

1 uses in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark
2 or dress that is likely to cause confusion, or to cause mistake, or to deceive. Here, NBCUniversal
3 has violated the Lanham Act by infringing on DMC’s DeLorean-related trademarks and trade
4 dress.

5 36. DMC is the owner of valid and protectable trademarks and trade dress. For
6 example, DMC Texas owns the trademarks to (a) “DeLorean Motor Company,” (b) the “DMC”
7 logo, (c) the stylized word “delorean” and (d) DeLorean trade dress.

8 37. NBCUniversal infringed on these trademarks and trade dress. NBCUniversal has
9 not abided by its licensing agreement whereby it can use these trademarks and trade dress for
10 merchandising and commercial tie-ups in connection to the *Back to the Future* films.
11 NBCUniversal has delayed, deflected and refused to account to and pay DMC what it is owed
12 under the agreement for NBCUniversal’s use of the trademarks and trade dress. As such, DMC
13 has not consented to NBCUniversal’s use of these marks and dress.

14 38. Moreover, NBCUniversal has used reproductions, counterfeits, copies, and/or
15 colorable imitations of these registered marks and dress without DMC’s consent.
16 NBCUniversal’s infringement includes the use of DMC Texas’ trademarks in contexts beyond
17 what is permitted by the March 1989 agreement. Specifically, NBCUniversal has reproduced,
18 counterfeited, copied, and or imitated the trademarks and trade dress in products sold by it and in
19 promotion of its films, products, and theme parks in contexts other than merchandising and
20 commercial tie-ups in connection to the *Back to the Future* films. Additionally, NBCUniversal
21 has “licensed” to third parties, without any authorization or consent from DMC, the subject
22 trademarks for use in those third parties’ own goods and services, including, without limitation,
23 the film *Ready Player One*.

24 39. NBCUniversal’s infringement is likely to cause confusion, or to cause mistake, or
25 to deceive members of the public.

26 40. As a result of NBCUniversal’s infringement, DMC has suffered damages in an
27 amount to be determined at the time of trial. And DMC is entitled to disgorgement of
28 NBCUniversal’s profits obtained from its infringement.

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JURY TRIAL DEMANDED

Plaintiff hereby demands a jury trial on all causes of action for which a jury is available under the law.

Dated: October 26, 2022

FOLEY BEZEK BEHLE & CURTIS, LLP



By: _____
Roger N. Behle, Jr. (174755)
Attorneys for Plaintiff

EXHIBIT 1

AGREEMENT made as of March 14, 1989 by and between, on the one hand, JOHN Z. DELOREAN ("Seller") and, on the other hand, AMBLIN' ENTERTAINMENT, INC. ("Amblin'"), a _____ corporation, and UNIVERSAL PICTURES ("Universal"), a division of Universal City Studios, Inc., a Delaware corporation. Amblin' and Universal are hereinafter referred to jointly as "Purchaser".

Preliminary Statements: Purchaser is the producer of the theatrical motion pictures presently entitled "BACK TO THE FUTURE II" and "BACK TO THE FUTURE III", which are sequels to the motion picture entitled "BACK TO THE FUTURE" previously produced by Purchaser and distributed by Universal. The aforesaid motion pictures are hereinafter referred to as the "Pictures". As Seller is aware, Purchaser used, is using and will use suitably modified DeLorean automobiles as a "prop" (i.e., as a "time machine" belonging to the character "Doc Brown") in the Pictures and in advertising and other forms of exploitation relating thereto. Seller acknowledges that Purchaser did not and does not need Seller's consent to such uses of DeLorean automobiles. Purchaser now desires to acquire from Seller, and Seller desires to grant to Purchaser, certain rights in and to the name and appearance of the DeLorean automobile in order to enable Purchaser to engage in certain merchandising and commercial tie-up activities in connection with the Pictures.

NOW, THEREFORE, Purchaser and Seller hereby enter into this Agreement upon the following terms and conditions:

1. Subject Matter: The subject matter of this Agreement (hereinafter referred to as the "Material") is as follows:

(a) The appearance of the DeLorean automobile, including, but not limited to, that appearance as depicted in that certain United States Patent number Des. 283,882, dated May 20, 1986, a copy of which is attached hereto as Schedule "I";

(b) The name "DeLorean"; and

(c) The logo "DMC" as it appears on the radiator grille of the DeLorean automobile.

2. Rights Granted: Seller hereby grants to Purchaser, the exclusive right, forever and throughout the universe, to use the Material in connection with "time machines" in any and all merchandising and commercial tie-ups as Purchaser may decide, including, but not limited to, the right to manufacture and sell or otherwise dispose of any articles of merchandising (such as toys, games, gadgets, novelties, books, apparel, food and beverages) or services using or based upon the Material. Purchaser shall have the right to change, adapt, rearrange, add to and subtract from the Material in the preparation of any article of merchandising or commercial tie-up using or based upon the Material.

3. Consideration: In consideration of Seller's agreements, representations, warranties and indemnities hereunder, and of all rights in the Material which Seller has granted or agreed to grant hereunder, Purchaser agrees to pay to Seller sums equal to five percent (5%) of Purchaser's net receipts (defined below), from merchandising and commercial tie-ups in connection with the Pictures, provided that such merchandising and commercial tie-ups utilize or are based upon the Material as a key component. As used herein, the term "key component" means that one or more elements of the Material is primary or central to an item of merchandising or to a commercial tie-up. Examples of the Material as a key component are a toy time machine based on the modified DeLorean automobile used in the Pictures and tee shirts or posters with a picture of the DeLorean time machine and more prominent than any other design element. Such items would qualify for the payments provided for above. On the other hand, a toy time machine included as one of several pieces in a board game, or a picture of the time machine in the background on a tee shirt, poster or book cover or a reference to the time machine in a book or other publication would not qualify for the payments provided for above. As used herein, the term "net receipts" means the gross receipts (i.e., sums received by Purchaser from its licensees), if any, actually received by Purchaser from such merchandising and commercial tie-ups of which the Material is a key component; computed, paid and accounted for in accordance with Universal's customary accounting practices, including deductions of the standard distribution fee of fifty percent (50%) of gross receipts and actual expenses incurred by Purchaser in connection with such merchandising and commercial tie-ups.

4. Representations and Warranties: Seller represents and warrants that Seller is the sole owner of the rights in the Material granted or agreed to be granted to Purchaser hereunder; that Seller has the unrestricted right and power to grant the rights in the Material herein specified; that no merchandising and/or commercial tie-up rights in the Material have heretofore been granted, licensed or otherwise transferred to any other person, firm or corporation by any agreement or instrument now valid or outstanding, nor have said rights been encumbered or hypothecated by any act or omission; and that said rights are free and clear of any and all claims or liens whatsoever, and will remain so, insofar as Purchaser is concerned.

5. Indemnities: Seller agrees to and does hereby indemnify and hold Purchaser harmless from and against any claim, liability, action, proceeding and/or demand, brought, maintained, prosecuted and/or made, whether or not well founded, whether by Seller or by any other person or entity, based upon, arising out of, resulting from or incurred because of the breach or alleged breach of any representation and/or covenant made by Seller in this Agreement, and from and against any and all loss, cost and/or expense incurred which is sustained by Purchaser in connection therewith, including, but not limited to, reasonable attorneys' fees. Purchaser shall have the right to settle and/or compromise all claims and actions against Purchaser in

connection with the Material and/or the other rights or privileges granted to Purchaser hereunder, subject to Seller's consent, not to be unreasonably withheld.

6. Claims: To the extent that Seller may have the right to prevent the use by third parties of the Material in a manner inconsistent with the rights granted to Purchaser hereunder, Seller hereby agrees that Purchaser may take, and Seller irrevocably grants Purchaser full power and authority to commence and prosecute in Seller's name such claims, actions and/or proceedings, any and all such steps as Purchaser in its discretion may elect, to restrain and prevent others from so doing, and Seller shall cooperate fully with Purchaser in this regard. Any costs incurred by Purchaser in connection with such claims shall be considered an "actual expense" pursuant to paragraph 3 above.

7. Further Instruments: At Purchaser's request, Seller agrees to execute and deliver to Purchaser such further documents as Purchaser may reasonably require to effectuate the intent and purpose of this Agreement. If Seller fails to execute and delivery such instruments to Purchaser within a reasonable time after such request, Seller hereby irrevocably appoints Purchaser Seller's attorney-in-fact to execute such instruments.

8. Notices and Payments: Any notice shall be given in writing, as follows:

To Seller: c/o Morganroth & Morganroth
28588 Northwestern Highway, Ste 444
Southfield, MI 48034
Attn: Mayer Morganroth, Esq.

To Amblin': 100 Universal City Plaza, Bungalow 477
Universal City, CA 91608
Attention: Brad Globe

With courtesy copy to : Gang, Tyre, Ramer & Brown, Inc.
6400 Sunset Bldg
Los Angeles, CA 90028
Attention: Bruce M. Ramer, Esq.

To Universal: 100 Universal City Plaza
Universal City, CA 91608
Attn: Feature Law Dept.

Any party may designate a substitute address by written notice to the others. Notices shall be mailed or transmitted by cable or telegraph and the date of mailing or transmission of any notice shall be deemed the date of service thereof. All payments to Seller hereunder shall be made by delivery or mailing to Seller at the address set forth above.


9. Assignment: This Agreement shall bind and inure to the benefit of Seller's and Purchaser's respective heirs, legal representatives, successors and assigns. Purchaser may assign or license all or any part of the rights in the Material granted to Purchaser hereunder. The term "person" as used herein shall include natural persons, firms and corporations.

10. Laws: This Agreement shall be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of California applicable to agreements executed and to be wholly performed within that state.

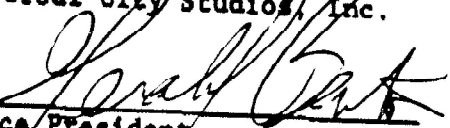
11. Merger: This agreement includes the entire understanding of the parties with respect to the subject matter hereof, and all prior and concurrent oral agreements, and all prior written agreements with respect to such subject matter, have been merged herein. No representations or warranties have been made other than those expressly provided for herein. This Agreement may not be modified, except by a written instrument signed by the parties.


JOHN Z. DELOREAN

AMBLIN' ENTERTAINMENT, INC.

By 

UNIVERSAL PICTURES, a division of
Universal City Studios, Inc.

By 
Vice President

United States Patent (19)

Gingaro

(11) Patent Number: **Des. 283,882**

(43) Date of Patent: **May 20, 1986**

[54] **AUTOMOBILE**

[75] Inventor: **Gergeno Gingaro, Turin, Italy**

[73] Assignee: **Dalmore Motor Company**

[**] Term: **14 Years**

[21] Appl. No.: **273,891**

[22] Filed: **Jan. 12, 1983**

[32] U.S. Cl.: **D12/91**

[58] Field of Search: **D12/91, 92, 296/183**

[36]

References Cited

PUBLICATIONS

Road & Track, 1/73, p. 80, Lombardini P220 Unico, top right side of page.

Primary Examiner—James M. Gandy
Attorney Agent or Firm—David A. Mason

[57]

CLAIM

The ornamental design for an automobile, as shown and described.

DESCRIPTION

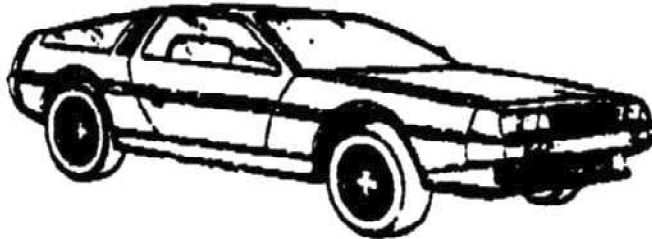
FIG. 1 is a front perspective view of an automobile showing my new design;

FIG. 2 is a rear perspective view thereof;

FIG. 3 is a front elevational view thereof; and

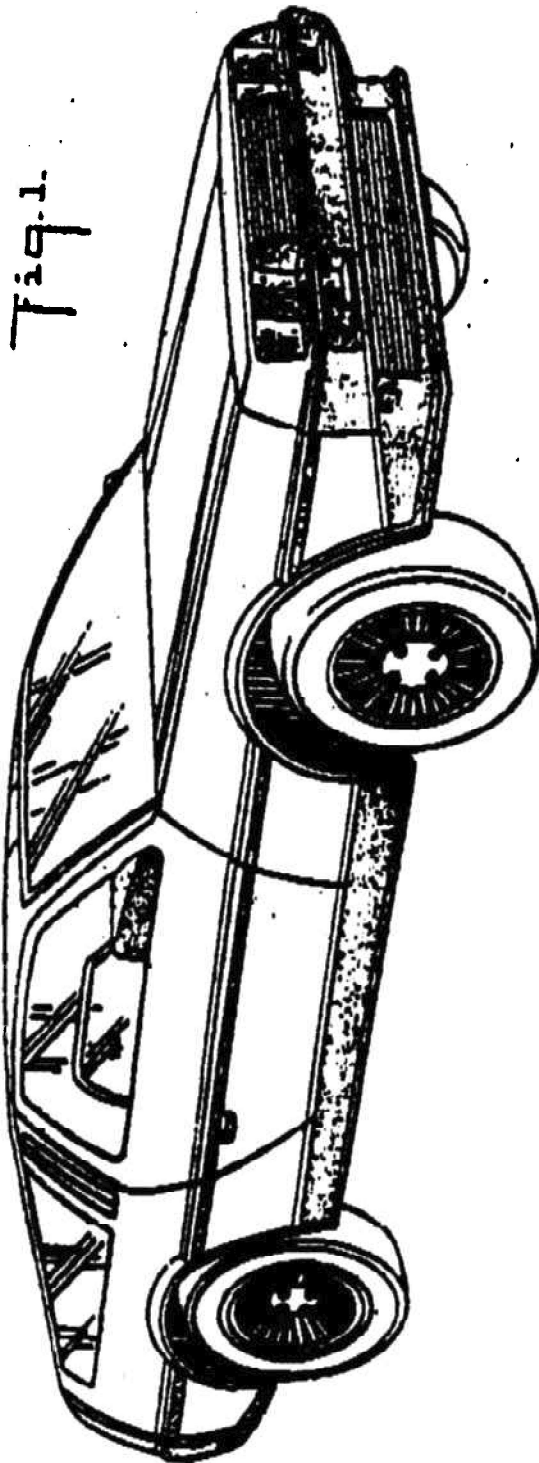
FIG. 4 is a rear elevational view thereof.

The side opposite to that shown in FIGS. 1 and 2 of the drawing is substantially a mirror image thereof.



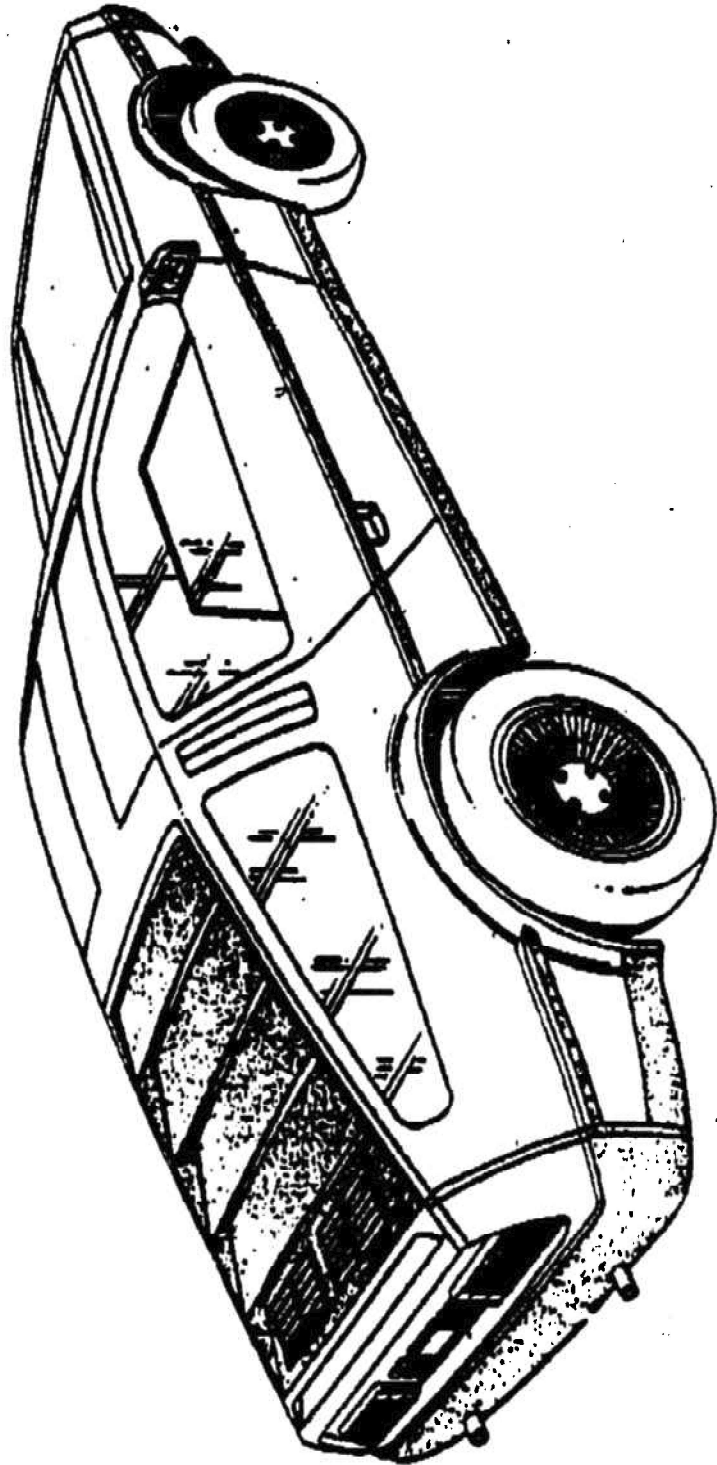
*Wester -
Dalmore Mack
RL -
Sched. "I"4*

U.S. Patent May 20, 1986 Sheet 1 of 3 Des. 283,882



U.S. Patent May 20, 1986 Sheet 2 of 3 Des. 283,882

Fig. 2



U.S. Patent May 20, 1986 Sheet 3 of 3 Des. 283,882

Fig. 3

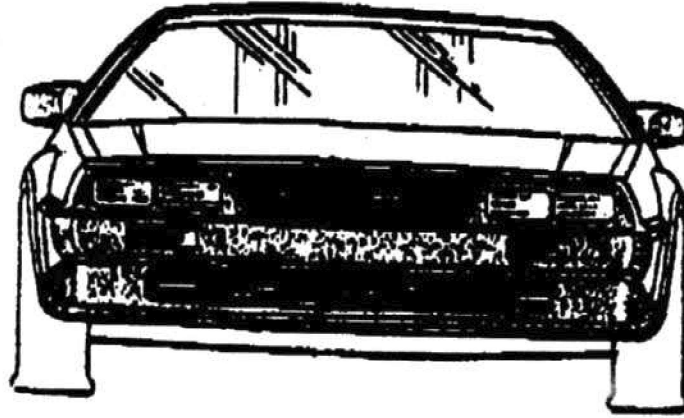


Fig. 4.

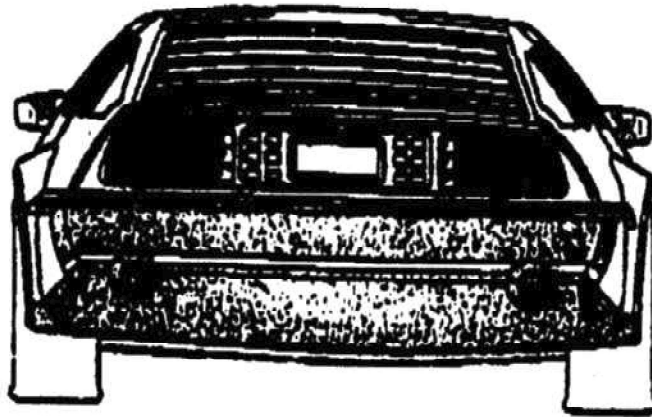


Exhibit F

ATTORNEY OR PARTY WITH LOCAL COUNSEL (Name, Title, Office, and Telephone Number) Roger N. Behle, Jr., Esq. SBN: 174755 FOLEY BEZEK & CURTIS, LLP 15 West Carillo Street Santa Barbara, CA 93101 TELEPHONE NO.: (714) 556-1700 FAX NO. (714) 546-5005 E-MAIL ADDRESS ATTORNEY FOR (Name): Plaintiff.	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 CIVIC CENTER DRIVE CITY AND ZIP CODE: SANTA ANA, CA 92701 BRANCH NAME: CENTRAL JUSTICE CENTER	
PLAINTIFF/PETITIONER: DELOREAN MOTOR COMPANY, A TEXAS CORPORATION DEFENDANT/RESPONDENT: NBCUNIVERSAL MEDIA LLC, A DELAWARE LIMITED LIABILITY COMPANY, ET AL.	CASE NUMBER: 30-2022-01288318-CU-BC-CJC
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: DeLorean Motor Company v. NBCUniver

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. Summons
 - b. Complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet
 - e. Cross-Complaint
 - f. other (specify documents): **NOTICE OF HEARING CASE MANAGEMENT CONFERENCE; NOTICE OF ERRATA**
RE: COMPLAINT
3. a. Party served (specify name of party as shown on documents served):
NBCUNIVERSAL MEDIA LLC, a Delaware limited liability company
- b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
CT CORPORATION SYSTEM, Registered Agent, by serving Diana Ruiz - Authorized Agent
Age: 31-35 | Weight: 161-180 Lbs | Hair: Black | Sex: Female | Height: 5'1 - 5'6 | Eyes: Brown | Race: Latino
4. Address where the party was served: **330 N Brand Blvd Ste 700
 Glendale, CA 91203-2336**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **11/4/2022** (2) at (time): **12:30 PM**
 - b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him of her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him of her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: DELOREAN MOTOR COMPANY, A TEXAS CORPORATION

CASE NUMBER

RESPONDENT: NBCUNIVERSAL MEDIA LLC, A DELAWARE LIMITED LIABILITY COMPANY, ET AL.

30-2022-01288318-CU-BC-CJC

- c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
 - (1) on (date): _____ (2) from (city): _____
 - (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
 - (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of **NBCUNIVERSAL MEDIA LLC, a Delaware limited liability company** under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input checked="" type="checkbox"/> other: limited liability company |

7. **Person who served papers**

- a. Name: **Dion Jones - Nationwide Legal, LLC REG: 12-234648**
- b. Address: **901 W. Civic Center Drive, Suite# 190 Santa Ana, CA 92703**
- c. Telephone number: **(714) 558-2400**
- d. **The fee** for service was: **\$ 151.55**
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
 - (i) owner employee independent contractor.
 - (ii) Registration No.: **2013128925**
 - (iii) County: **Los Angeles**

8. **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: **11/7/2022**



Nationwide Legal, LLC
901 W. Civic Center Drive, Suite# 190
Santa Ana, CA 92703
(714) 558-2400
www.nationwideasap.com

Dion Jones

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

Exhibit G

1 JENNER & BLOCK LLP
Andrew J. Thomas (SBN 159533)
2 AJThomas@jenner.com
Elizabeth Baldrige (SBN 313390)
3 EBaldrige@jenner.com
Rachael A. Goldman (SBN 335138)
4 RGoldman@jenner.com
515 South Flower Street, Suite 3300
5 Los Angeles, CA 90071-2246
Telephone: +1 213 239 5100
6 Facsimile: +1 213 239 5199

7 Attorneys for Defendant
NBCUNIVERSAL MEDIA LLC
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ORANGE
11

12 DELOREAN MOTOR COMPANY, a Texas
corporation,

13 Plaintiff,
14

15 v.

16 NBCUNIVERSAL MEDIA LLC, a Delaware
limited liability company, and DOES 1 through
17 50, inclusive,

18 Defendant.
19

Case No. 30-2022-01288318-CU-BC-CJC
Assigned for All Purposes to The Honorable Nick
A. Dourbetas, Dept. C14

**DEFENDANT NBCUNIVERSAL MEDIA
LLC'S ANSWER TO PLAINTIFF
DELOREAN MOTOR COMPANY'S
COMPLAINT**

Action Filed: October 26, 2022

1 TO THE HONORABLE COURT, PLAINTIFF, AND ITS ATTORNEYS OF RECORD:

2 Defendant NBCUniversal Media, LLC (“NBCUniversal”), by and through its attorneys at Jenner
3 & Block LLP, hereby answers the Complaint (“Complaint”) filed by Plaintiff DeLorean Motor Company
4 (“Plaintiff”), as follows:

5 **GENERAL DENIAL**

6 Pursuant to California Code of Civil Procedure section 431.30(d), NBCUniversal generally denies
7 each and every allegation asserted against it in the Complaint, including each and every purported cause of
8 action. NBCUniversal denies that Plaintiff has sustained any injury, damage, or loss by any reason of any
9 act or omission on the part of NBCUniversal. NBCUniversal denies that Plaintiff has sustained or will
10 sustain damages in the sums alleged, or any other sums, or at all. NBCUniversal reserves the right to
11 further amend this answer and/or to assert additional affirmative defenses if it discovers additional facts.

12 **AFFIRMATIVE DEFENSES**

13 Without admitting any of the allegations in the Complaint, NBCUniversal asserts and alleges the
14 following separate and independent affirmative defenses. By alleging the affirmative defenses set forth
15 below, NBCUniversal does not in any way agree or concede that it has the burden of proof or the burden
16 of persuasion with respect to any of them.

17 **FIRST AFFIRMATIVE DEFENSE**

18 **(Failure to State a Claim)**

19 1. Plaintiff’s Complaint, and each and every cause of action alleged therein, fails to state
20 facts sufficient to constitute a cause of action upon which relief can be granted.

21 **SECOND AFFIRMATIVE DEFENSE**

22 **(Estoppel)**

23 2. Plaintiff’s claims against NBCUniversal are barred, precluded, and/or limited, in whole or
24 in part, by the doctrine of estoppel.

25 **THIRD AFFIRMATIVE DEFENSE**

26 **(Waiver)**

27 3. Plaintiff’s claims against NBCUniversal are barred, in whole or in part, by the doctrine of
28

1 waiver.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 **(Statute of Limitations)**

4 4. Plaintiff's claims against NBCUniversal are barred, in whole or in part, by the applicable
5 statutes of limitations, including California Code of Civil Procedure § 337.

6 **FIFTH AFFIRMATIVE DEFENSE**

7 **(Laches)**

8 5. Plaintiff's claims against NBCUniversal are barred, in whole or in part, by the doctrine of
9 laches.

10 **SIXTH AFFIRMATIVE DEFENSE**

11 **(License)**

12 6. Plaintiff's claims are barred, in whole or in part, because Plaintiff and/or its predecessor in
13 interest licensed and consented to NBCUniversal's conduct that forms the basis of Plaintiff's claims.

14 **SEVENTH AFFIRMATIVE DEFENSE**

15 **(First Amendment Protection)**

16 7. Plaintiff's claims are barred, in whole or in part, by the protections of the First Amendment
17 to the United States Constitution and/or by Article I, Section 2 of the California Constitution.

18 **EIGHTH AFFIRMATIVE DEFENSE**

19 **(Fair Use)**

20 8. Plaintiff's claims are barred, precluded, and/or limited, in whole or in part, by the doctrines
21 of classic and nominative fair use.

22 **NINTH AFFIRMATIVE DEFENSE**

23 **(Non-Infringement)**

24 9. NBCUniversal's alleged conduct does not infringe Plaintiff's alleged trademarks.

25 **TENTH AFFIRMATIVE DEFENSE**

26 **(No Damages)**

27 10. Without in any way admitting that NBCUniversal's conduct was unlawful or wrongful,
28

1 Plaintiff is barred from any recovery because Plaintiff has not sustained any damages as a result of any act
2 or omission by NBCUniversal or purportedly chargeable to NBCUniversal.

3 **ELEVENTH AFFIRMATIVE DEFENSE**

4 **(Failure to Mitigate)**

5 11. Plaintiff is barred from any recovery because of Plaintiff's failure to mitigate or eliminate
6 its damages, if any, and any recovery by Plaintiff should be reduced or denied accordingly.

7 **TWELFTH AFFIRMATIVE DEFENSE**

8 **(No Attorneys' Fees)**

9 12. Any claim for recovery of attorneys' fees is barred as to any purported cause of action for
10 which such relief is not available.

11
12 **PRAYER**

13 WHEREFORE, NBCUniversal respectfully prays for entry of judgment in its favor and against
14 Plaintiff as follows:

- 15 1. That Plaintiff take nothing by way of its Complaint;
16 2. Dismissing the Complaint and each claim therein asserted against NBCUniversal with
17 prejudice or, alternatively, denying the relief requested therein;
18 3. For the costs of suit incurred herein as permitted by law; and
19 4. For any other and further relief as the Court may deem just and proper.

20
21 Dated: December 2, 2022

JENNER & BLOCK LLP

22
23 By: /s/ Andrew J. Thomas

24 Andrew J. Thomas
Elizabeth Baldridge
Rachael A. Goldman

25 Attorneys for Defendant
26 NBCUNIVERSAL MEDIA LLC
27
28

PROOF OF SERVICE

I am a citizen of the United States and resident of the State of California. I am employed in Los Angeles, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years and not a party to the within action.

On December 2, 2022, I served the following documents in the manner described below:

- ✓ **BY ELECTRONIC SERVICE:** By electronically mailing a true and correct copy through Jenner & Block LLP’s electronic mail system to the email addresses set forth below.

On the following parties in this action:

Roger N. Behle, Jr.
Jordan A. Liebman
Luis A. Saenz
FOLEY BEZEK BEHLE & CURTIS, LLP
15 West Carrillo Street
Santa Barbara, CA 93101

Attorneys for Plaintiff
DELOREAN MOTOR COMPANY
Telephone: (714) 556-1700
Facsimile: (714) 546-5005
Email: rbehle@foleybezek.com
liebman@foleybezek.com
lsaenz@foleybezek.com

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 2, 2022, at Los Angeles, California.

/s/ Alonso Ponce
Alonso Ponce

Exhibit H

Case Summary:

Case Id:	30-2022-01288318-CU-BC-CJC
Case Title:	DELOREAN MOTOR COMPANY VS. NBCUNIVERSAL MEDIA LLC
Case Type:	BREACH OF CONTRACT/WARRANTY
Filing Date:	10/26/2022
Category:	CIVIL - UNLIMITED

Register Of Actions:

ROA	Docket	Filing Date	Filing Party	Document	Select
1	E-FILING TRANSACTION 11056994 RECEIVED ON 10/26/2022 08:13:28 PM.	10/27/2022		NV	
2	COMPLAINT FILED BY DELOREAN MOTOR COMPANY ON 10/26/2022	10/26/2022		12 pages	<input type="checkbox"/>
3	CIVIL CASE COVER SHEET FILED BY DELOREAN MOTOR COMPANY ON 10/26/2022	10/26/2022		2 pages	<input type="checkbox"/>
4	SUMMONS ISSUED AND FILED FILED BY DELOREAN MOTOR COMPANY ON 10/26/2022	10/26/2022		1 pages	<input type="checkbox"/>
5	PAYMENT RECEIVED BY LEGALCONNECT FOR 194 - COMPLAINT OR OTHER 1ST PAPER IN THE AMOUNT OF 435.00, TRANSACTION NUMBER 13128294 AND RECEIPT NUMBER 12956359.	10/27/2022		1 pages	<input type="checkbox"/>
6	CASE ASSIGNED TO JUDICIAL OFFICER DOURBETAS, NICO ON 10/26/2022.	10/26/2022		NV	
7	CASE MANAGEMENT CONFERENCE SCHEDULED FOR 07/10/2023 AT 09:00:00 AM IN C14 AT CENTRAL JUSTICE CENTER.	10/27/2022		2 pages	<input type="checkbox"/>
8	E-FILING TRANSACTION 31227269 RECEIVED ON 11/01/2022 03:10:27 PM.	11/01/2022		NV	
9	NOTICE OF ERRATA FILED BY DELOREAN MOTOR COMPANY ON 11/01/2022	11/01/2022		24 pages	<input type="checkbox"/>
10	E-FILING TRANSACTION 31229908 RECEIVED ON 11/08/2022 09:57:11 AM.	11/08/2022		NV	
11	PROOF OF SERVICE OF SUMMONS FILED BY DELOREAN MOTOR COMPANY ON 11/08/2022	11/08/2022		2 pages	<input type="checkbox"/>
12	E-FILING TRANSACTION 11062108 RECEIVED ON 11/08/2022 11:36:19 AM.	11/08/2022		NV	
13	PROOF OF SERVICE OF SUMMONS FILED BY DELOREAN MOTOR COMPANY ON 11/08/2022	11/08/2022		2 pages	<input type="checkbox"/>

Participants:

Name	Type	Assoc	Start Date	End Date
DELOREAN MOTOR COMPANY	PLAINTIFF		10/27/2022	
NBCUNIVERSAL MEDIA LLC	DEFENDANT		10/27/2022	
FOLEY BEZEK BEHLE & CURTIS, LLP	ATTORNEY		10/27/2022	

Hearings:

Description	Date	Time	Department	Judge
CASE MANAGEMENT CONFERENCE	07/10/2023	09:00	C14	DOURBETAS

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