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

8  
9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

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

13 Plaintiffs,

14 vs.

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

18 Defendants.

Case No.

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

**DEMAND FOR JURY TRIAL**

19  
20 Plaintiffs Lucasfilm Ltd. LLC and Lucasfilm Entertainment Company Ltd. LLC  
21 (hereinafter collectively “Lucasfilm” or “Plaintiffs”) by their undersigned attorney, allege on  
22 knowledge as to their own acts, and otherwise on information and belief as follows:

23 **A. Introduction**

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

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

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

3 **B. Jurisdiction and Venue**

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

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

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

13 **C. Lucasfilm Plaintiffs**

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

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

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

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

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

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

14 **D.     Defendants**

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

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

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

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

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

10 **E. Defendants’ Infringing Conduct**



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

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

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

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DEFENDANTS' INFRINGING LOGO	LUCASFILM'S TRADEMARK JEDI ORDER LOGO
	

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

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

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

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





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

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

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

16 **THIRD CLAIM FOR RELIEF**

17 **(For Federal Trademark Dilution)**

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

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

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

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



1           44. Defendants willfully intend to trade on Plaintiffs' reputation and/or to cause  
2 dilution of the famous Lucasfilm Trademarks. Accordingly, Plaintiffs are entitled to recover their  
3 damages, as well as Defendants' profits received as a result of the infringement, pursuant to 15  
4 U.S.C. § 1117(a).

5           45. Unless Defendants' conduct is enjoined, Defendants will continue their acts  
6 of dilution and Plaintiffs and their goodwill and reputation will suffer irreparable injury.  
7 Accordingly, Plaintiffs seek permanent injunctive relief pursuant to 15 U.S.C. §§ 1116 and  
8 1125(c)(1).

9           46. As a direct and proximate result of Defendants' unlawful infringement,  
10 Plaintiffs have suffered damages and will continue to suffer damages in an amount that is not  
11 presently ascertainable but will be proven at trial. Plaintiffs are entitled to all available relief  
12 provided for in 15 U.S.C. §§ 1117, 1118, and 1125 including preliminary and permanent  
13 injunctive relief, Defendants' profits, treble damages, costs, and attorneys' fees.

14   **FOURTH CLAIM FOR RELIEF**

15   **(For Cybersquatting)**

16           47. Plaintiffs repeat and reallege all of the allegations contained in paragraphs 1  
17 through 46, inclusive, as though set forth herein in full.

18           48. Plaintiffs, at all relevant times, have been the owners of each of the  
19 Lucasfilm Trademarks.

20           49. Plaintiffs' "JEDI" and "LIGHTSABER" trademarks are famous marks  
21 pursuant to 15 U.S.C. § 1125 and were famous before and at the time of the registration of  
22 Defendants' Domains.

23           50. Defendants have acted with the bad faith intent to profit from the  
24 unauthorized use of the Lucasfilm Trademarks and the goodwill associated therewith by  
25 registering the Defendants' Domains which are identical to, confusingly similar to, or dilutive of  
26 the Lucasfilm Trademarks.

1           51. Defendants have established a pattern of infringement by registering  
2 numerous domains that infringe upon the Lucasfilm Trademarks. Defendants use the infringing  
3 domains to further their infringing activities alleged herein.

4           52. Defendants have no intellectual property rights in or to the Lucasfilm  
5 Trademarks. Defendants' actions constitute cybersquatting violation of § 43(d) of the Lanham  
6 Act, 15 U.S.C. § 1125(d).

7           53. Plaintiffs have no adequate remedy at law, and the registration and use of  
8 Defendants' Domains has caused, is causing, and is likely to continue to cause substantial and  
9 irreparable injury to the public and to Plaintiffs.

10   **FIFTH CLAIM FOR RELIEF**

11 **(For Unfair Competition Under California Unfair Business Practices Act and Common Law)**

12           54. Plaintiffs repeat and reallege all of the allegations contained in paragraphs 1  
13 through 53, inclusive, as though set forth herein in full.

14           55. As alleged above, each of the Lucasfilm Trademarks has acquired  
15 secondary meaning indicative of origin, relationship, sponsorship and/or association with  
16 Plaintiffs.

17           56. The purchasing public is likely to misattribute Defendants' use of the  
18 Lucasfilm Trademarks as a source of origin, authorization and/or sponsorship by Plaintiffs. The  
19 purchasing public is likely to purchase goods from Defendants based on the purchasing public's  
20 erroneous beliefs about the source of origin, authorization and/or sponsorship by Plaintiffs of these  
21 goods.

22           57. Defendants' actions constitute unlawful passing off under California's  
23 common law of unfair competition.

24           58. Defendants' appropriation, adoption and use of the Lucasfilm Trademarks  
25 in connection with the sale and offering for sale of unauthorized goods and services is deceptive,  
26 unfair, fraudulent, and likely to confuse or mislead consumers into believing that Defendants'  
27 goods are authorized, licensed, or approved by Plaintiffs. Defendants' acts constitute a violation  
28 of the California Unfair Business Practices Act, Cal. Bus. & Prof. Code, § 17200, *et seq.*

1           59.     The deceptive, unfair, and fraudulent practices set forth herein have been  
2 undertaken with knowledge by Defendants, willfully, and with the intention of causing harm to  
3 Plaintiffs' goodwill and business reputation.

4           60.     Defendants' unauthorized uses have deprived Plaintiffs of the right to  
5 control the use of their trademarks.

6           61.     As a direct and proximate result of Defendants' unlawful infringement,  
7 Plaintiffs have suffered damages and will continue to suffer damages in an amount that is not  
8 presently ascertainable but will be proven at trial. Plaintiffs are entitled to all available relief  
9 provided for in California Unfair Business Practices Act, Cal. Bus. & Prof. Code, § 17200, *et seq.*,  
10 including permanent injunctive relief.

11   **SIXTH CLAIM FOR RELIEF**

12   **(For Dilution Under California Law)**

13           62.     Plaintiffs repeat and reallege all of the allegations contained in paragraphs 1  
14 through 61, inclusive, as though set forth herein in full.

15           63.     Plaintiffs are the owners of Plaintiffs' Trademarks throughout the United  
16 States, including the State of California.

17           64.     Plaintiffs' Trademarks are inherently distinctive and/or have acquired  
18 distinctiveness in the marketplace.

19           65.     By their acts complained herein, Defendants have diluted the distinctive  
20 qualities of Plaintiffs' Trademarks and have caused harm to Plaintiffs' business reputation, in  
21 violation of § 14245, *et seq.* of the California Business and Professions Code.

22           66.     By their acts, Defendants have made and will make substantial profits and  
23 gains to which they are not in law or equity entitled.

24           67.     Defendants intend to continue their willfully infringing acts unless  
25 restrained by this Court.

26           68.     Defendants' acts have damaged and will continue to damage Plaintiffs, and  
27 Plaintiffs have no adequate remedy at law.

28

1           69.     Plaintiffs therefore are entitled to a preliminary and permanent injunction  
2 enjoining Defendants' commercial use of Plaintiffs' Trademarks.

3   **PRAYER FOR RELIEF**

4           WHEREFORE, Plaintiffs demand entry of a judgment against Defendants as  
5 follows:

6           A.     Permanently enjoining and restraining Defendants, their agents, servants,  
7 employees, attorneys, and all those in active concert or participation with them from:

8                           1.     Using the Lucasfilm Trademarks or any reproduction, counterfeit,  
9 copy or colorable imitation of the Lucasfilm Trademarks in connection with advertising,  
10 marketing, promoting, producing, offering for sale and/or selling Defendants' goods or services;

11                        2.     Making any false statements or representations or engaging in any  
12 other activity that suggests that Defendants or their business are in any way affiliated with,  
13 approved, licensed, or sponsored by any of Plaintiffs;

14                        3.     Engaging in any other activity constituting unfair competition with  
15 Lucasfilm, or infringement of any of the Lucasfilm Trademarks, or constituting any dilution of the  
16 Lucasfilm Trademarks, or the goodwill associated therewith;

17                        4.     Registering any domain name infringing the Lucasfilm Trademarks;  
18 and

19                        5.     Effecting assignments or transfers, forming new entities or  
20 associations, or using any other entities or devices for the purpose of circumventing or otherwise  
21 avoiding the prohibitions set forth in Subparagraphs (1) through (4).

22           B.     Directing that Defendants deliver up for destruction any and all infringing  
23 merchandise in their possession or under their control bearing any of the Lucasfilm Trademarks or  
24 any simulation, reproduction, copy, or colorable imitation thereof, including but not limited to, all  
25 patches, apparel, or other materials or tangible items.

26           C.     Directing that Defendants, their agents, servants, employees, attorneys, and  
27 all those in active concert or participation with them withdraw all pending trademark applications  
28

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

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

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

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

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

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

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

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

21  
22 DATED: October 14, 2016

MUNGER, TOLLES & OLSON LLP  
KELLY M. KLAUS  
LAURA K. LIN

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24  
25 By:                     /s/ Laura K. Lin                    

26 Laura K. Lin

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

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**DEMAND FOR JURY TRIAL**

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




DATED: October 14, 2016

MUNGER, TOLLES & OLSON LLP




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

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**EXHIBIT A**

Trademark	Trademark Reg. No.
JEDI TRAINING ACADEMY	3368034
JEDI	2823661
JEDI	3794988
JEDI	2858244
JEDI	2595365
LIGHTSABER	1126220
LIGHTSABER	2772052
STAR WARS	1127229
STAR WARS	1371389
STAR WARS	2487818
STAR WARS	2487815
STAR WARS	2534385
STAR WARS	2598203
STAR WARS	2573978
	3503765
MAY THE 4TH BE WITH YOU	4605773
	4356848
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	STAR WARS THE OLD REPUBLIC	4150395
	STAR WARS THE CLONE WARS	4257889
	STAR WARS REBELS	4782447
	STAR WARS REBELS	4704576
	FORCE FX LIGHTSABER	3590082
	JEDI KNIGHT	1134730
	JEDI KNIGHT	2235263
	JEDI POWER BATTLES	2478579