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CBS STUDIOS INC.
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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

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CBS STUDIOS INC., a Delaware corporation,

Plaintiff,

v.

DESILU STUDIOS, INC., a Delaware corporation; DESILU CORPORATION, a Delaware corporation; and CHARLES HENSLEY, an individual,

Defendants.

Case No.: 2:18-cv-09309

**CBS STUDIOS INC.'S:
COMPLAINT FOR**

**(1) TRADEMARK
INFRINGEMENT IN
VIOLATION OF 15 U.S.C.
§ 1125(a)(1)(A);**

**(2) CYBERSQUATTING IN
VIOLATION OF 15 U.S.C.
§ 1125(d);**

**(3) DECLARATORY
RELIEF; AND**

**(4) CANCELLATION OF
REGISTRATION
PURSUANT TO 15 U.S.C.
§§ 1064, 1119**

1 Plaintiff CBS Studios Inc. (“CBS”) hereby alleges as follows:

2 **I. JURISDICTION AND VENUE**

3 1. This action arises under federal law, the provisions of the Trademark
4 laws of the United States (the Lanham Act), as amended, 15 U.S.C. §§ 1051 *et seq.*
5 This Court has jurisdiction over CBS’s federal law claims under 15 U.S.C. §§ 1121
6 and 1125 and 28 U.S.C. § 1338(a).

7 2. The Court has personal jurisdiction over Defendant Desilu Studios, Inc.
8 (“DSI”) because, upon information and belief, it is a corporation authorized to do
9 business in the State of California, with its principal place of business located at
10 1600 Rosencrans Avenue, Manhattan Beach, California 90266. DSI also voluntarily
11 submitted to this Court’s jurisdiction by filing a lawsuit against CBS in this Court
12 regarding the same subject matter as is addressed herein. The Court has personal
13 jurisdiction over defendant Charles Hensley because he is an individual who, on
14 information and belief, resides in Redondo Beach, California. The Court has
15 personal jurisdiction over defendant Desilu Corporation (“DC”) because, on
16 information and belief, DC conducts continuous and systematic business in the State
17 of California, and specifically in this judicial district. The Court additionally has
18 personal jurisdiction over DC because, on information and belief, DC was assigned
19 the mark at issue in this case by Hensley, and then licensed that trademark to DSI, a
20 company with its principal place of business in California, with the knowledge and
21 expectation that the mark would be used by DSI (and Hensley) within and
22 throughout California, and with the knowledge that CBS also does business in
23 California.

24 3. Venue is proper in this district under 28 U.S.C. § 1391(b)(1) because,
25 upon information and belief, DSI maintains its principal place of business in this
26 judicial district and Hensley resides in this judicial district, and under 28 U.S.C.
27 § 1391(b)(2) because the events giving rise to CBS’s claims against each of the
28 Defendants occurred in this judicial district.

1 **II. PRELIMINARY STATEMENT**

2 4. CBS is the holder of common law rights in the name and mark “Desilu”
3 for film and television productions (the “DESILU Mark”). Recently, Defendant
4 Charles Hensley (“Hensley”) began attempting to secure trademark registrations for
5 famous brand names that he believed were not formally registered with the United
6 States Patent and Trademark Office (“USPTO”). In 2016, Hensley sought to
7 register CBS’s famous mark “Desilu” for motion picture and television production
8 services, and he also attempted to register the mark “Trans World Airlines” for
9 airline services.

10 5. CBS does not own a registered trademark for the DESILU Mark, but
11 CBS owns common law rights to that name and mark because it has been using it
12 continuously for decades. Further, the DESILU Mark is well-known to the public
13 and has long been associated with CBS’s products, most notably, the long-running
14 television show, *I Love Lucy*.

15 6. Hensley is not a television or film producer. Instead, he claims to have
16 a background in the pharmaceutical business. He was convicted by this Court in
17 April of 2012 (CR-11-00455 JAK) for marketing and selling unapproved bird flu
18 medication.

19 7. CBS is informed and believes that Hensley never intended to use the
20 Desilu name for legitimate business purposes and, instead, intended to use that name
21 in order to induce “investments” into his shell companies. In furtherance of this
22 plan, Hensley formed two companies called Desilu Studios, Inc. (“DSI”) and Desilu
23 Corporation (“DC”). Hensley formed DSI in or about May of 2017, and then
24 formed DC in March of 2018.

25 8. In December of 2017, Hensley caused a false “valuation” letter to be
26 issued by a non-existent Los Angeles business called the “Beverly Wilshire Group.”
27 Hensley’s valuation letter stated that his newly-formed company, DSI, was worth
28 \$11.2 billion (“We are issuing this letter to inform you in advance of our official

1 report that we have determined Desilu Studios, Inc., to have a valuation of \$11.2
2 billion USD.”). Defendants are informed and believe that there is no Los Angeles
3 company operating as the “Beverly Wilshire Group,” and the address on the
4 valuation letter (1999 Avenue of the Stars) did not have any tenant by that name in
5 December of 2017 (or thereafter).

6 9. Using this fraudulent valuation, Hensley represented to third parties
7 that he had “acquired” the famous Desilu company and, throughout 2018, Hensley
8 induced unwitting investors to give him money in exchange for valueless stock in
9 his newly-formed shell company.

10 10. In aid of his attempt to create the appearance that DSI was a legitimate
11 business (albeit with no operations, no employees and no revenues), Hensley
12 approached Lucie Arnaz, the daughter of Lucille Ball and Desi Arnaz. Hensley
13 informed Ms. Arnaz that he was re-launching “Desilu Studios” and asked for her
14 blessing so that he could inform third parties that she was associated with DSI. Ms.
15 Arnaz then spoke to CBS and declined Hensley’s offer.

16 11. After Ms. Arnaz declined to associate herself with Hensley and his
17 entities, he engaged counsel to file suit on behalf of DSI against CBS for tortious
18 interference with contract and for declaratory relief and trademark infringement.
19 That suit was filed in April of 2018, as case number 18-cv-02961-AB-(Ex). The
20 attorney originally engaged by Hensley/DSI was not paid for his services, was
21 unable to contact Hensley for months, and in July of 2018, was forced to file a
22 motion to withdraw.

23 12. Days after the withdrawal of Hensley/DSI’s original counsel, another
24 attorney, Drew Sherman, entered an appearance as counsel for DSI. Mr. Sherman’s
25 firm filed a notice of appearance on or about September 4, 2018, but Mr. Sherman
26 thereafter failed to appear at two scheduled court hearings, and did not respond to
27 numerous phone calls and emails from counsel for CBS. On Sunday October 21,
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1 2018, the evening before a scheduled hearing with the Court, Mr. Sherman filed a
2 dismissal of DSI's lawsuit.

3 13. CBS is informed and believes that Hensley filed the April 2018 lawsuit
4 against CBS as a delay tactic to enable him to inform potential "investors" that he
5 had a legitimate company, and was engaged in a good-faith dispute over the
6 ownership of the DESILU Mark. CBS is informed and believes that, during the
7 time the lawsuit was pending, Hensley induced numerous individuals to enter into
8 contracts with him, and to pay him tens of thousands of dollars for worthless DSI
9 stock.

10 14. The trademark registration that Defendants claim to own was procured
11 and maintained through fraud by Hensley, DSI's purported Chairman and CEO.
12 The Defendants have also registered, trafficked in, or used websites containing
13 CBS's DESILU Mark in bad faith, as part of their ongoing efforts to exploit the
14 significant goodwill CBS has generated in its distinctive and famous DESILU Mark.
15 Defendants have used these infringing websites to mislead the public and the
16 USPTO into believing that DSI is the same company that produced *I Love Lucy* and
17 *Star Trek* in the past, and to continue exploiting CBS's goodwill in order to
18 personally enrich Hensley.

19 15. CBS therefore asks this Court to find that Defendants have infringed
20 CBS's DESILU mark under the Lanham Act, to find that Defendants engaged in
21 cyberpiracy in violation of the Lanham Act, to cancel Defendants' fraudulently
22 procured trademark registration, and to award CBS damages resulting from
23 Defendants' fraudulent, deceptive, and unlawful conduct.

24 **III. PARTIES**

25 16. Plaintiff CBS is a Delaware corporation authorized to do business in
26 the State of California, with a place of business in California located at 4024
27 Radford Avenue, Studio City, California 91604.

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1 17. Defendant DSI is, upon information and belief, a Delaware corporation
2 with its principal place of business in Manhattan Beach, California.

3 18. Defendant DC is, upon information and belief, a Delaware corporation,
4 owned and operated by Defendant Hensley.

5 19. Defendant Hensley is an individual who, upon information and belief,
6 resides in Redondo Beach, California, and is the founder and CEO of DSI and DC.

7 **IV. FACTUAL BACKGROUND**

8 **A. CBS and Its Rights in the Famous DESILU Mark**

9 20. The original Desilu Productions, Inc. (“Desilu Productions”),
10 sometimes known as Desilu Studios, was founded in 1950 and was co-owned by
11 Desi Arnaz and Lucille Ball (the stars of *I Love Lucy*). Desilu Productions quickly
12 became one of the largest television production companies in the United States.

13 21. For decades, and long before any date on which Defendants
14 commenced engaging in the wrongful conduct set forth below, CBS and its
15 predecessors have continuously used in nationwide commerce the DESILU Mark in
16 connection with, *inter alia*, entertainment products, including as identification of
17 television products in the closing credits of a number of shows produced by Desilu
18 Productions¹ and distributed by its successors. Such products include the iconic
19 television programs *I Love Lucy*, *Star Trek*, *Mission: Impossible*, and *The*
20 *Untouchables*. Examples of typical uses of the DESILU Mark are shown below:
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27 ¹ In late 2005, as part of its acquisition of certain rights from Paramount
28 Pictures Corporation, CBS acquired all rights, title, and interest in the DESILU
Mark, and the various television properties created and distributed under the
DESILU Mark.



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22. CBS continues to use the DESILU Mark to create new versions of products, including products it has digitized, and in some cases, colorized, for distribution to digital platforms (including streaming services), along with continued distribution on television. CBS also uses the DESILU Mark in connection with DVDs and merchandise related to its television products.

23. CBS and its predecessors' continuous nationwide use in commerce of the DESILU Mark confers upon CBS the exclusive right, nationwide, to use the DESILU Mark on or in connection with entertainment products and related goods and services, including television programs and motion pictures.

24. CBS has partnered with a select group of businesses to afford those businesses the right to market goods and services in connection with the DESILU Mark, including by permitting those authorized partners to show television programs bearing the DESILU Mark. Only authorized businesses are permitted to use the DESILU Mark.

25. CBS and its predecessors have expended substantial resources to ensure the continued presence of the DESILU Mark in commerce, and the DESILU Mark has been viewed by countless individuals nationwide (and globally), for decades, in connection with CBS's television products.

1 26. By virtue of CBS and its predecessors' long and widespread use, and
2 substantial investment, the DESILU Mark has become well-known as a symbol of
3 CBS and its predecessors' goods and services, and therefore has come to represent
4 goodwill of great value to CBS.

5 27. The DESILU Mark is distinctive and famous and acquired such
6 distinction and fame long prior to any date on which Defendants commenced
7 engaging in the wrongful conduct set forth below.

8 **B. Defendants' Wrongful Conduct**

9 **1. Defendants Fraudulently Register Their Mark.**

10 28. Hensley claims, on a Wikipedia page that he created for himself, to
11 have been a co-creator of the cold medicine sold as "Zicam." Hensley also claims to
12 have a background in the pharmaceutical business, and he was convicted by this
13 Court in April of 2012 for selling an unapproved bird flu medication. Following
14 that conviction, Hensley was placed on probation for three years.

15 29. Shortly after his probation ended, on or around October 28, 2016,
16 Hensley filed an application with the USPTO for registration of the service mark
17 "Desilu" (the "Hensley Mark" or the "Infringing Mark")—identical to CBS's
18 DESILU Mark—for use in connection with motion picture film production, motion
19 picture theaters, production and distribution of motion pictures, television show
20 production, distribution of motion picture films, entertainment media production
21 services for motion pictures, television and Internet, and film distribution.²

22 30. In support of his application for registration of the Infringing Mark,
23 Hensley submitted a declaration under oath dated October 28, 2016, which stated,
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25 ² This application was not Hensley's first attempt at persuading the USPTO to
26 issue a registration identical to an already existing famous trademark. Only a few
27 months before submitting the application for the Infringing Mark, Hensley applied
28 to register TRANS WORLD AIRLINES (for airline services). That particular
application was suspended, but Mr. Hensley is persisting in his attempt to register
TWA, by arguing that he has a right to do so because he created a Michigan
company called Trans World Airlines Inc.

1 *inter alia*, that: (i) Hensley is the owner of DESILU, the mark sought to be
2 registered, (ii) no other persons have the right to use DESILU in commerce, and
3 (iii) that Defendants’ use of DESILU would not cause confusion or mistake, or
4 deceive.

5 31. Hensley did not disclose in his application that CBS had been
6 continuously using the name and mark “Desilu” for decades on its television
7 programming, despite, upon information and belief, his being fully aware of CBS
8 and its predecessors’ use of the DESILU Mark. In fact, upon information and
9 belief, Hensley chose and applied to register the Infringing Mark because it was
10 identical to CBS’s DESILU Mark, and with the bad faith intent to wrongfully and
11 willfully exploit the goodwill in the DESILU Mark developed by CBS and its
12 predecessors.

13 32. On November 22, 2017, Hensley submitted a “Statement of Use” in
14 further support of his application for the Infringing Mark, claiming that the first use
15 of the Infringing Mark was on February 6, 2017, and that the first use in interstate
16 commerce was on March 8, 2017. Hensley’s application cited to his own recently-
17 created website as evidence of his purported “use” of the mark in commerce.

18 33. In connection with his Statement of Use, and in further support of his
19 application for registration of the Infringing Mark, Hensley submitted a second
20 declaration under oath, dated November 22, 2017, which again stated, *inter alia*,
21 that: (i) Hensley is the owner of DESILU, the mark sought to be registered, (ii) no
22 other persons have the right to use DESILU in commerce, and (iii) that Defendants’
23 use of DESILU would not cause confusion or mistake, or deceive.

24 34. On November 22, 2017, Hensley submitted a Specimen of his alleged
25 use of the Infringing Mark, consisting of screenshots from DSI’s website. One
26 website page that Hensley submitted states that: “The Desilu brand was created by
27 husband and wife Desi Arnaz and Lucille Ball ... In 2016, consumer
28 products/branding mogul and venture capitalist Charles B. Hensley and his partners

1 acquired Desilu and set out to expand the brand into a global entertainment
2 empire.”³

3 35. Hensley also submitted several other pages from his newly-created
4 website that implied that DSI was producing numerous films and television
5 productions. The productions listed on DSI’s website, and that were submitted as
6 evidence of “use” to the USPTO, all indicated release dates in 2018. CBS is
7 informed and believes that none of these productions were released in 2018.
8 Further, after submitting this proposed evidence of “use” in the form of film and
9 television productions that were to be imminently released, and after the USPTO
10 granted DSI’s application to register the name Desilu, Hensley caused all references
11 to those productions to be removed from DSI’s website.

12 36. None of the productions previously listed on the DSI website, and that
13 were submitted to the USPTO as evidence of “use” constituted bona fide examples
14 of use in commerce. CBS is informed and believes that neither DSI, nor Hensley,
15 financed or produced any of these entertainment productions.

16 37. Upon information and belief, in light of the famous and distinctive
17 nature of CBS’s DESILU Mark, Hensley’s sworn statements were knowingly and
18 materially false and made with the intent to deceive the USPTO into issuing a
19 registration for the Infringing Mark.

20 38. On or around January 16, 2018, the USPTO, upon information and
21 belief, having relied on the statements made by Hensley in his application and
22 Statement of Use and Specimen, issued a registration for the Infringing Mark to
23 Hensley, Registration Number 5,381,889 (the “Registration”).

24 39. Upon information and belief, Hensley assigned the Infringing Mark to
25 DC, which he also owns. The Infringing Mark was then licensed by DC to DSI, for
26 use in connection with DSI’s business ventures.

27 _____
28 ³ This statement was removed from the website after it was submitted to the
USPTO as an example of DSI’s use of the Infringing Mark.

1 **2. Defendants Misrepresent Themselves as Being the Same**
2 **Entity as Desilu Productions.**

3 40. DSI and Hensley (its purported Chairman and CEO) claim to be in the
4 business of film, television, animation, video streaming, cinemas, entertainment
5 complexes, and merchandising, per their website at www.desilu-studios.com and
6 www.thedesilustudios.com. Defendants' website features the below logo, which is
7 identical to CBS's stylized logo depicted above in Paragraph 22:

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10 The logo for Desilu Studios. The word "Desilu" is written in a large, elegant, black cursive script. To its right, the word "STUDIOS" is written in a bold, black, all-caps sans-serif font. A registered trademark symbol (®) is located at the end of "STUDIOS".
11

12 41. Upon information and belief, Defendants registered, trafficked in, or
13 used the domain names www.desilu-studios.com, www.thedesilustudios.com,
14 www.desiluinc.com (together, the "Infringing Domain Names") with the bad faith
15 intent to profit from CBS's famous and distinctive DESILU Mark.

16 42. Upon information and belief, the domain names were selected because
17 of their similarity to CBS's famous and distinctive DESILU Mark, and with the
18 intention of exploiting the goodwill associated with CBS's famous and distinctive
19 DESILU Mark.

20 43. Upon information and belief, the Infringing Domain Names were
21 registered by Hensley between December 2016 and January 2018.

22 44. Defendants have misrepresented to the public (including via their
23 website and press releases, and to potential investors), and upon information and
24 belief misrepresented to the media (via statements made to the media), that DSI is in
25 fact the same entity as Desilu Productions.

26 45. Defendants have made these misrepresentations of fact by displaying
27 on their websites "news" articles falsely stating that, *inter alia*, (i) DSI is "famous
28 for producing classic shows such as 'I Love Lucy', 'Star Trek' and 'The

1 Untouchables,” (ii) Hensley “acquired the Desilu brand” (presumably from CBS),
2 and (iii) DSI “was the original studio responsible for ‘Star Trek.’”⁴

3 46. Furthermore, Defendants’ website links to the full text of these “news”
4 articles, which, in addition to the misrepresentations noted above, falsely claim that
5 DSI “was founded in 1950 and was co-owned by husband and wife Desi Arnaz and
6 Lucille Ball. It rose to become the largest independent television production
7 company in the US. Ball bought out Arnaz in 1962, running the company for several
8 years and then selling her shares to Gulf +Western. It then became the television
9 production of arm of Paramount Pictures. The Desilu TV library is now owned by
10 CBS, but the Desilu brand was acquired by businessman Charles B. Hensley and
11 relaunched last year as a new studio.”⁵

12 47. These statements, upon information and belief, were and are
13 understood by consumers to mean, *inter alia*, that DSI was the same entity as Desilu
14 Productions, that DSI was the same entity that was created by Lucille Ball and Desi
15 Arnaz, and that DSI was the entity that produced television programs since 1950
16 including *I Love Lucy*, *Mission: Impossible*, *The Untouchables*, and *Star Trek*.
17 Moreover, these statements were made with the intent that consumers would
18 understand them to have these meanings.

19 48. Upon information and belief, Defendants made these
20 misrepresentations to the media, and to the public, with the intention of exploiting
21 the goodwill associated with CBS’s DESILU Mark.

23 ⁴ This quote is attributed to a DSI “development executive” who, upon
24 information and belief, was acting as an agent of DSI, and made the statement with
25 DSI and Hensley’s knowledge of the statement.

26 ⁵ Charles Hensley never operated a motion picture or television “studio.” He
27 entered into an agreement with a company called Finish Line Post to acquire that
28 entity and to use its offices, located at 1600 Rosecrans Avenue in Redondo Beach.
Mr. Hensley never paid the acquisition price, and did not pay the rent for the office
at 1600 Rosecrans Avenue that he listed as the location of DSI. In September of
2018, the landlord of the 1600 Rosecrans property sued Hensley’s company, DSI,
for unlawful detainer. *See* LA Superior Court Case No. YC073168.

1 49. Defendants, and each of them, were on notice of CBS and its
2 predecessors' trademark rights in the DESILU Mark as of the date that Defendants
3 commenced use of the Infringing Mark. CBS's rights in the DESILU Mark precede
4 Defendants' use of the Infringing Mark.

5 50. Upon information and belief, Defendants were aware at the time they
6 commenced use and registration of the Infringing Mark of CBS's prior nationwide
7 use of the DESILU Mark.

8 51. Upon information and belief, Defendants adopted and registered the
9 Infringing Mark because of the similarity to the DESILU Mark (indeed, they are
10 identical) and with the bad faith intention of exploiting the goodwill associated with
11 the DESILU Mark.

12 52. At no time have Defendants obtained a license, authorization, or other
13 permission to exploit the DESILU Mark in the manner described herein, from CBS
14 or any of its predecessors.

15 53. The natural, probable, and foreseeable result of the wrongful conduct of
16 Defendants has been to deprive CBS of goodwill to gain an unlawful advantage in
17 the marketplace. CBS has sustained and will continue to sustain damages as a result
18 of Defendants' wrongful conduct. Defendants have been unjustly enriched by their
19 registration and use of the infringing DESILU Mark in connection with their
20 products and services.

21 54. Defendants are in no way sponsored by, authorized or licensed by, or in
22 any other way legitimately connected with, CBS, and their use of the Infringing
23 Mark is without CBS's consent or permission.

24 **3. Hensley Uses The Desilu Name To Extract Investments From**
25 **Unsuspecting Third Parties.**

26 55. CBS is informed and believes that Hensley obtained a false "valuation"
27 of his newly-formed company, DSI, which he then used to solicit investments in
28 DSI. CBS is informed and believes that Mr. Hensley used the valuation letter, and

1 his wrongfully-obtained registration of the Infringing Mark, in order to solicit
2 investments into his newly-formed company, DSI. CBS is further informed and
3 believes that DSI does not have any legitimate motion picture or television
4 operations, does not have any employees, and does not generate any operational
5 revenue in the television or motion picture business.

6 56. CBS is informed and believes that Hensley used the Infringing Mark, in
7 combination with the so-called valuation letter, to induce third parties to pay tens of
8 thousands of dollars to him in exchange for his issuance to them of shares of DSI
9 stock. Specifically, Hensley created a Private Placement Memorandum (“PPM”) for
10 DSI, claiming that he was selling 10 million shares of stock for ten dollars a share
11 and distributed this PPM to potential investors. The PPM claimed that Hensley
12 would be taking DSI public, on the New York Stock Exchange, in 2018, and that he
13 had “acquired” the Desilu brand.

14 **FIRST CLAIM FOR RELIEF**

15 **Trademark Infringement (15 U.S.C. § 1125(a)(1)(A))**

16 **Against All Defendants**

17 57. CBS repeats and re-alleges the allegations of the preceding paragraphs
18 as if fully set forth herein.

19 58. Defendants’ use of the Infringing Mark to advertise, offer, and promote
20 their products and services is likely to result in confusion, mistake, or deception as
21 to the source of the products or services, or result in the belief that Defendants are
22 legitimately connected with, sponsored by, or licensed or approved by, CBS.

23 a. CBS’s DESILU Mark is valid and protectable, including because
24 of CBS and its predecessors’ decades of continuous, nationwide use in commerce.

25 b. CBS’s DESILU Mark is unquestionably strong due to its
26 inherent distinctiveness, and the substantial time, money and effort expended by
27 CBS and its predecessors to promote and develop the goodwill associated with the
28 DESILU Mark over several decades.

1 c. CBS's DESILU Mark and the Infringing Mark are identical (and
2 are, in fact, intentionally identical, both the term DESILU and the stylized logo).

3 d. Defendants have been trafficking in actual confusion,
4 representing to the public, and potential investors, that the Infringing Mark is in fact
5 the DESILU Mark. Upon information and belief, many members of the public have
6 experienced actual confusion between the DESILU Mark and the Infringing Mark.

7 e. The DESILU Mark and Infringing Mark are used in the same
8 marketing channels, insofar as both are used on the Internet, and to the extent the
9 Infringing Mark is used for any actual bona fide business purpose.

10 f. The DESILU Mark is used in connection with television and
11 motion pictures, and the Infringing Mark is purportedly used in connection with
12 motion pictures, to the extent it is used for any actual bona fide business purpose.

13 g. Defendants selected the Infringing Mark to capitalize on the
14 goodwill associated with the DESILU Mark, and Defendants selected the Infringing
15 Mark because it is identical to the DESILU Mark with the bad faith intention of
16 exploiting the goodwill associated with the DESILU Mark including the associated
17 stylized logo.

18 h. Defendants' goods and services offered under the Infringing
19 Mark are directly competitive with goods and services provided by CBS and/or its
20 licensees under the DESILU Mark.

21 59. Upon information and belief, Defendants intentionally adopted,
22 registered, and used the Infringing Mark with full knowledge of, and in willful
23 disregard of CBS's rights in the DESILU Mark, and with the intent to obtain a
24 commercial advantage that Defendants otherwise would not have had.

25 60. Defendants' acts constitute trademark infringement and false
26 designation of origin in violation of the Trademark Laws of the United States, 15
27 U.S.C. § 1125(a)(1)(A).

28

1 61. Defendants' acts constitute willful trademark infringement under 15
2 U.S.C. § 1125(a).

3 62. Defendants' actions have and will continue to damage CBS unless
4 enjoined by the Court. CBS has no adequate remedy at law.

5 **SECOND CLAIM FOR RELIEF**

6 **Cyberpiracy (15 U.S.C. § 1125(d))**

7 **Against All Defendants**

8 63. CBS repeats and re-alleges the allegations of the preceding paragraphs
9 as if fully set forth herein.

10 64. Upon information and belief, Defendants registered, trafficked in, or
11 used the domain names www.desilu-studios.com, www.thedesilustudios.com,
12 www.desiluinc.com (and possibly, additional domain names infringing on CBS's
13 intellectual property rights) with the bad faith intent to profit from CBS's famous
14 and distinctive DESILU Mark.

15 a. Defendants have no legitimate intellectual property rights in
16 "Desilu."

17 b. Upon information and belief, Defendants, and no persons
18 connected to them, use "Desilu" as a legal name.

19 c. Upon information and belief, Defendants use of the domain
20 name was never in connection with the bona fide offering of any goods or services.

21 d. Upon information and belief, Defendants have no bona fide
22 noncommercial or fair use of "Desilu."

23 e. Defendants' intent in creating their domain names was to divert
24 consumers who may have been searching for information related to goods or
25 services legitimately connected to CBS's DESILU Mark.

26 65. Defendants' domain names are confusingly similar to CBS's DESILU
27 Mark, including for all the reasons already described above, which mark was
28 distinctive and famous when Defendants selected their domain names.

1 66. Defendants' acts as alleged herein constitute cyberpiracy in violation of
2 15 U.S.C. § 1125(d).

3 67. Defendants' actions have and will continue to damage CBS unless
4 enjoined by the Court. CBS has no adequate remedy at law.

5 **THIRD CLAIM FOR RELIEF**

6 **Declaratory Judgment**

7 **Against all Defendants**

8 68. CBS repeats and re-alleges the allegations of the preceding paragraphs
9 as if fully set forth herein.

10 69. There is an actual and pending controversy between the parties hereto
11 as to their respective rights in and to the DESILU Mark.

12 70. CBS contends that, at all relevant times, it owned the rights to the
13 DESILU Mark and that it has used that name and mark continuously for decades
14 prior to Defendant Hensley's attempt to secure rights to the Desilu name.

15 71. Hensley, through his companies, has asserted rights relating to the
16 name Desilu, and filed an action in this Court alleging that he and his corporate
17 entities rightfully own the Infringing Mark.

18 72. A declaration of the rights and obligations as between CBS and
19 Defendants, pursuant to 28 U.S.C. § 2201, is necessary and appropriate with respect
20 to the rights in and to the name "Desilu" for motion picture film production; motion
21 picture theaters; production and distribution of motion pictures; television show
22 production; distribution of motion picture films; entertainment media production
23 services for motion pictures, television and internet; film distribution.⁶

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⁶ These are the categories that Hensley claimed he was using the Infringing
Mark for in connection with his application to the USPTO and resulting registration.

1 **FOURTH CLAIM FOR RELIEF**

2 **Cancellation of Trademark Registration (15 U.S.C. §§ 1064, 1119)**

3 **Against All Defendants**

4 73. CBS repeats and re-alleges the allegations of the preceding paragraphs
5 as if fully set forth herein.

6 74. Defendants' use of the Infringing Mark to advertise, offer, and promote
7 their products and services is likely to result in confusion, mistake, or deception as
8 to the source of the products or services, or result in the belief that Defendants are
9 legitimately connected with, sponsored by, or licensed or approved by, CBS,
10 including for all of the reasons described above.

11 75. Defendants' federal trademark registration for the Infringing Mark was
12 granted less than five years ago.

13 76. CBS has been damaged and will continue to be damaged by registration
14 of the Infringing Mark.

15 77. Defendants committed fraud in connection with their application and
16 registration of the Infringing Mark, including by making false statements to the
17 Trademark Office, and by submitting fraudulent specimens of "use" in commerce of
18 the Infringing Mark.

19 78. In addition to causing confusion in the market, the Infringing Mark also
20 dilutes the famous DESILU Mark.

21 79. The Infringing Mark registration, Registration No. 5,381,889, should
22 be canceled pursuant to 15 U.S.C. §§ 1064 and 1119.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, CBS prays that the Court enter judgment against Defendants
25 as follows:

26 1. Declaring that Defendants have violated the Lanham Act, 15 U.S.C.
27 §§ 1125(a)(1)(A), 1125(d), and that such violations were malicious, deliberate,
28

1 willful, and intentional, making this an exceptional case pursuant to 15 U.S.C.
2 § 1117(a);

3 2. Declaring that the registration of the Infringing Mark was obtained or
4 maintained by fraud;

5 3. To rectify the Register, ordering the USPTO to cancel the registration
6 of the Infringing Mark, Registration No. 5,381,889, pursuant to 15 U.S.C. §§ 1064
7 and 1119;

8 4. Ordering that Defendants and their officers, agents, servants,
9 distributors, affiliates, employees, attorneys, and representatives, and all those in
10 privity or acting in concert with Defendants or on Defendants' behalf transfer to
11 Plaintiff the www.desilu-studios.com, www.thedesilustudios.com, and
12 www.desiluinc.com domain names, and any other domain names that contain the
13 DESILU Mark, or any colorable imitation, simulation or typographical variation of
14 it, either alone or in combination with any other term, or any domain name that is
15 confusingly similar to any of the above;

16 5. Ordering that Defendants and their officers, agents, servants,
17 distributors, affiliates, employees, attorneys, and representatives, and all those in
18 privity or acting in concert with Defendants or on Defendants' behalf, be
19 permanently enjoined and restrained from, directly or indirectly:

20 a. using the DESILU Mark and any colorable imitation or
21 simulation of it;

22 b. registering, renewing, or using, directly or indirectly,
23 www.desilu-studios.com, www.thedesilustudios.com, www.desiluinc.com or any
24 other domain name that contains the DESILU Mark, or any colorable imitation,
25 simulation or typographical variation of it, either alone or in combination with any
26 other term, or any domain name that is confusingly similar to any of the above;

27 c. using the Infringing Mark, or any substantially similar variation
28 thereof, on or in connection with Defendants' goods or services; and

1 d. doing any act or thing likely to induce the belief that Defendants'
2 goods or services are in any way legitimately connected with, or sponsored or
3 approved by, CBS or its predecessors.

4 e. pay to CBS its actual damages sustained as a result of
5 Defendants' wrongful conduct in accordance with 15 U.S.C. § 1117 and the
6 common law of California;

7 f. account for and pay over to CBS all profits derived by
8 Defendants from their complained of acts, in accordance with 15 U.S.C. § 1117 and
9 the common law of California;

10 g. pay to CBS the greater of three times the damages CBS has
11 suffered as a result of the complained of acts of Defendants, or three times
12 Defendants' profits, in accordance with 15 U.S.C. § 1117;

13 h. pay to CBS, as an alternative measure of relief to actual damages
14 and disgorgement of profits for Defendants' violations of 15 U.S.C. § 1125(d),
15 maximum statutory damages in the amount of \$100,000.00 per infringing domain
16 name;

17 i. pay to CBS exemplary damages in a sum sufficient to deter
18 Defendants from future acts complained of in this action;

19 j. pay to CBS the costs of this action together with CBS's
20 reasonable attorneys' fees and disbursements, in accordance with 15 U.S.C. § 1117;
21 and

22 6. Declaring the rights between and among the parties hereto concerning
23 the matters in controversy, including the following declarations:

24 a. Defendants have no right to use the name or mark "Desilu" in
25 connection with motion picture film production; motion picture theaters; production
26 and distribution of motion pictures; television show production; distribution of
27 motion picture films; entertainment media production services for motion pictures,
28 television and internet; and film distribution;

1 b. CBS continues to own and control the common law trademark
2 rights to the DESILU Mark.

3 7. Awarding CBS shall have such other relief as this Court may deem just
4 and proper.

5
6 Dated: October 30, 2018

LOEB & LOEB LLP
DAVID GROSSMAN
EDWARD K. LEE

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9 By: /s/ David Grossman
10 David Grossman
11 Attorneys for Plaintiff
12 CBS STUDIOS INC.

Deadline

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DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Defendant and CBS Studios Inc.
respectfully demands a trial by jury of all issues so triable by a jury.

Dated: October 30, 2018

LOEB & LOEB LLP
DAVID GROSSMAN
EDWARD K. LEE

By: /s/ David Grossman
David Grossman
Attorneys for Plaintiff
CBS STUDIOS INC.

Deadline