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Anthony M. Keats (SBN 123672)  
akeats@kmwlaw.com  
David K. Caplan (SBN 181174)  
dcaplan@kmwlaw.com  
KEATS McFARLAND & WILSON LLP  
9720 Wilshire Boulevard  
Penthouse Suite  
Beverly Hills, California 90212  
Telephone: (310) 248-3830  
Facsimile: (310) 860-0363

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

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LUCASFILM LTD., a California  
corporation; and LUCASFILM  
ENTERTAINMENT  
COMPANY LTD., a California  
corporation;

Plaintiffs,

v.

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

Defendants.

Case No.: CV 10-02575 CBM (VBKx)

**STIPULATED PERMANENT  
INJUNCTION AS TO DEFENDANTS  
EZ2FLY, INC. AND PATRICK LE**

1 Plaintiffs LUCASFILM LTD., and LUCASFILM ENTERTAINMENT  
2 COMPANY LTD., (“Plaintiffs” or “Lucasfilm”), having filed a complaint in this  
3 action charging defendants EZ2FLY, INC., doing business as Digitronics and  
4 Walkerausa.com (“EZ2FLY”), and Patrick Le (“Le”), and other defendants, with  
5 Federal Copyright Infringement, Federal False Designation of Origin, California  
6 common law trademark infringement and unfair competition, California statutory  
7 unfair competition, and constructive trust, and Defendants EZ2FLY and Le  
8 (Lucasfilm, EZ2FLY, and are hereinafter collectively referred to as the “Parties”)  
9 desiring to settle the controversy between the Parties, it is

10 **ORDERED, ADJUDGED AND DECREED** as between the Parties hereto  
11 that:

12 1. This Court has jurisdiction over this matter pursuant to 17 U.S.C. § 501,  
13 15 U.S.C. § 1121, 28 U.S.C. § 1331, and § 1338. Venue in this district is proper  
14 pursuant to 28 U.S.C. § 1391(b)(2) and 1400(a). Service was properly made against  
15 Defendants EZ2FLY and Le.

16 2. Lucasfilm has produced motion pictures, including STAR WARS:  
17 Episode IV- A New Hope; STAR WARS: Episode V – The Empire Strikes Back;  
18 STAR WARS: Episode VI – Return of the Jedi; STAR WARS: Episode I – The  
19 Phantom Menace; STAR WARS: Episode II – Attack of the Clones; STAR WARS:  
20 Episode III – Revenge of the Sith (the STAR WARS films are referred to collectively  
21 herein as the “STAR WARS Motion Pictures”).

22 3. Lucasfilm’s rights in and to its motion pictures including its rights in the  
23 STAR WARS Property are hereinafter collectively referred to as “Lucasfilm’s  
24 Copyrighted Works” and “Lucasfilm’s Trademarks,” and together referred to as the  
25 “Copyrighted Works and Trademarks.” Attached hereto as **Exhibit 1** are copies of  
26 certificates of registration for Lucasfilm’s federal copyrights, including the  
27 registration for the X-WING STARFIGHTER.



1 II. manufacturing, advertising, distributing, selling, or offering for  
2 sale or in connection thereto any unauthorized promotional  
3 materials, which picture, reproduce, or utilize the likenesses of,  
4 or which bear substantial similarity to, any of Plaintiffs’  
5 Copyrighted Works and Trademarks;

6 C) engaging in any conduct and/or contributing to any conduct that tends  
7 falsely to represent that, or is likely to confuse, mislead, or deceive  
8 purchasers, Defendants’ customers, and/or members of the public to  
9 believe that the actions of Defendants, the products sold by  
10 Defendants, or Defendants themselves are connected with Plaintiffs,  
11 are sponsored, approved, or licensed by Plaintiffs, or are in some way  
12 connected or affiliated with Plaintiffs;

13 D) affixing, applying, annexing and using in connection with the  
14 manufacture, distribution, advertisement, sale, and/or offer for sale or  
15 other use of any goods or services, a false description or  
16 representation, including words or other symbols, tending to falsely  
17 describe or represent such goods as being those of Plaintiffs;

18 E) otherwise competing unfairly with Plaintiffs in any manner; and

19 F) Effecting assignments or transfers, forming new entities or  
20 associations or utilizing any other device for the purpose of  
21 circumventing or otherwise avoiding the prohibitions set forth in  
22 subparagraphs (a) – (f) herein.

23 7. No admission of liability is implied by this Consent Agreement and  
24 Permanent Injunction. Notwithstanding this, Defendants shall be bound by the terms  
25 of the Confidential Settlement Agreement and this Consent Agreement and Permanent  
26 Injunction.


1           8.     The jurisdiction of this Court is retained for the purpose of making any  
2 further orders necessary or proper for the construction or modification of this  
3 Permanent Injunction and the Settlement Agreement between the Parties, the  
4 enforcement of this Permanent Injunction and the terms of the Settlement Agreement  
5 between the Parties.

6           9.     This Permanent Injunction shall be deemed to have been served upon  
7 Defendants EZ2FLY and Le at the time of its execution by the Court.

8           10.    The Court expressly determines that there is no just reason for delay in  
9 entering this Permanent Injunction, and pursuant to Rule 54(b) of the Federal Rules of  
10 Civil Procedure, the Court directs entry of judgment against Defendants EZ2FLY and  
11 Le.

12           11.    This Permanent Injunction is a final judgment, entered against  
13 Defendants EZ2FLY and Le pursuant to Federal Rule of Civil Procedure 54(b). This  
14 Permanent Injunction is not and shall not be deemed to be a judgment as to any of  
15 Lucasfilm's claims against any defendants in this litigation other than Defendants  
16 EZ2FLY and Le.

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18 Dated June 09, 2011

  
Honorable Consuelo B. Marshall  
United States District Court Judge

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20 Presented by:  
21 ANTHONY M. KEATS  
22 DAVID K. CAPLAN  
23 KEATS McFARLAND & WILSON LLP  
24 9720 Wilshire Blvd.  
25 Penthouse Suite  
26 Beverly Hills, CA 90212  
27 (310) 248-3830

28 /s/Anthony M. Keats