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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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5 Attorneys for Plaintiff

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7 UNITED STATES DISTRICT COURT
8 NORTHERN DISTRICT OF CALIFORNIA
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10 LUCASFILM LTD., a California corporation,)

CASE NO.:

EMC

11 Plaintiff,

C 08

12 vs.

0182
COMPLAINT FOR
DAMAGES; JURY DEMAND

13 GEN CON LLC, a Washington limited
14 liability company,

15 Defendant.
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INTRODUCTION

19 1. This action arises out of business dealings between the parties named in the
20 above caption in connection with the STAR WARS fan convention known as Celebration
21 IV, held in Los Angeles between May 24-28, 2007. Plaintiff's claims are for breach of
22 contract, conversion, and unjust enrichment, all under state law.

JURISDICTION

23 2. This Court has jurisdiction over these claims pursuant to 28 U.S.C. § 1332
24 in that plaintiff and defendant are citizens of different states, and the amount in
25 controversy exceeds \$75,000, exclusive of interest and costs.
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1 VENUE AND INTRADISTRICT ASSIGNMENT

2 3. The alleged unlawful acts and violations described below were in whole or
3 in part conceived, carried out and made effective within the Northern District of
4 California. All parties named in the above caption transact or have transacted business
5 within this District.

6 4. Venue in this District is proper under 28 U.S.C. § 1391, and assignment to
7 the San Francisco Division of this Court is proper under Local Rule 3-2(c), in that a
8 substantial part of the events or omissions giving rise to plaintiff's claims occurred in the
9 City and County of San Francisco.

10 THE PARTIES

11 5. Plaintiff LUCASFILM LTD. ("LFL") is a California corporation with its
12 principal place of business in San Francisco, California.

13 6. Defendant GEN CON LLC ("GEN CON") is a Washington limited liability
14 company with its principal place of business in Seattle, Washington. GEN CON is in the
15 business of hosting gaming conventions and, at all relevant times, was conducting such
16 business in the State of California.

17 7. Upon information and belief, some or all of the officers and employees of
18 GEN CON are responsible, in whole or in part, for the wrongs and damages alleged
19 below. These officers and employees may include, without limitation, PETER
20 ADKISON, an individual who, at all relevant times, was and still is the sole Member and
21 Manager, as well as founder, principal and chief executive of GEN CON. In their
22 conduct, these officers and employees were functioning and acting at all relevant times as
23 agent, servant, partner, or alter ego of GEN CON, within the course and scope of his or
24 her authority as such agent, servant, partner, or alter ego. LFL shall amend this action in
25 accordance with the Federal Rules of Civil Procedure to add such individuals to the above
26 caption following its discovery on the subject.

1 FACTS

2 8. On or about May 25, 2006, LFL and GEN CON entered into a written
3 contract entitled "Fan Convention Agreement" (the "Fan Convention Agreement"). Under
4 the terms of the Fan Convention Agreement, LFL granted GEN CON an exclusive license
5 to produce, present, host and manage several fan conventions, the first of which was
6 entitled STAR WARS Celebration IV to be held in May 2007 ("Celebration IV").

7 9. In return for that license, GEN CON agreed to pay to LFL a non-refundable
8 advance together with a royalty based upon proceeds from the sale of tickets, certain
9 types of merchandise, advertising and sponsorships, and convention booths for each and
10 every fan convention, beginning with Celebration IV. GEN CON agreed to render to
11 LFL quarterly accountings within thirty days of the end of each calendar quarter,
12 accompanied by payment of the royalty sums reflected therein.

13 10. At or about the same time, LFL and GEN CON entered into a second and
14 separate contract (the "Auction Agreement"). Under the terms of the Auction Agreement,
15 LFL provided certain items from its archive (including rare and valuable STAR WARS
16 memorabilia) to be auctioned at Celebration IV with the intention that the proceeds be
17 charitably donated by it to the Make-a-Wish Foundation. For its part, GEN CON agreed
18 to manage the auction, process the payments of winning bidders, and remit such payments
19 (less out-of-pocket costs) either to the Make-a-Wish Foundation on LFL's behalf or
20 directly to LFL. At all times relevant times, LFL was the owner of the auction items as
21 well as any and all auction proceeds.

22 11. The auction was divided into two components, a live auction and a silent
23 auction. In connection with the live auction, LFL and GEN CON agreed to retain the
24 services of a professional auctioneer. GEN CON thereafter arranged for Luke Lee Gaule
25 & David Lee Gaule Auctioneers ("Gaule Auctioneers") to conduct the live auction. As
26 required by California Civil Code § 1812.600, Gaule Auctioneers filed with the California
27 Secretary of State a bond in the amount of \$20,000.

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1 12. LFL informed the Make-a-Wish Foundation of the auction, instilling in it an
2 expectation of receiving a sizable donation from LFL upon the conclusion of the auction.
3 To maximize the amount of its charitable donation, LFL undertook efforts to advertise the
4 auction to increase participation in the event, such as publishing promotional material on
5 various STAR WARS websites and listing the auction items on those websites.

6 13. GEN CON hosted Celebration IV in Los Angeles on or about May 24–28,
7 2007. According to accounting records provided by GEN CON to LFL, the convention
8 brought in over \$4 million in proceeds. Also during the event, GEN CON and Gaule
9 Auctioneers conducted the charity auction, raising at least \$150,000 from the sale of
10 LFL’s archive items.

11 FIRST CLAIM

12 (For Breach of Fan Convention Agreement)

13 (Against GEN CON)

14 14. LFL incorporates by reference paragraphs 1 through 13, above.

15 15. LFL has performed all covenants and satisfied all conditions precedent to
16 GEN CON’s obligations under the Fan Convention Agreement.

17 16. GEN CON has materially breached its obligations under the Fan
18 Convention Agreement by its failure to satisfy the Fan Convention Agreement’s
19 reporting, accounting and payment requirements.

20 17. Pursuant to the terms of the Fan Convention Agreement, on or about
21 November 13, 2007, LFL gave GEN CON written notice of default together with the
22 exercise of its right to terminate the Fan Convention Agreement, effective December 13,
23 2007. GEN CON has acknowledged receipt of this notice.

24 18. As a proximate result of the foregoing breach, LFL has been damaged in a
25 sum to be determined of approximately \$500,000, subject to proof, plus interest, as
26 prayed herein.

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SECOND CLAIM

(For Breach of Auction Agreement)

(Against GEN CON)

19. LFL incorporates by reference paragraphs 1 through 18, above.

20. LFL has performed all covenants and satisfied all conditions precedent to GEN CON's obligations under the Auction Agreement.

21. GEN CON has materially breached its obligations under the Auction Agreement by its failure to remit the auction proceeds either to the Make-a-Wish Foundation on LFL's behalf or directly to LFL.

22. As a proximate result of GEN CON's breach of contract, LFL has been damaged in the sum of approximately \$150,000, subject to proof, plus interest, as prayed herein.

THIRD CLAIM

(For Conversion)

(Against GEN CON)

23. LFL incorporates by reference paragraphs 1 through 22, above.

24. GEN CON has engaged in a pattern and practice of wrongfully depriving LFL of the proceeds from the charity auction and of keeping those proceeds for itself.

25. These actions comprise the tort of conversion.

26. As a proximate result of the foregoing willful acts and conduct of GEN CON, LFL has been damaged in the sum to be determined of approximately \$150,000, subject to proof, plus interest, as prayed herein.

27. The alleged acts constituting GEN CON's conversion of these auction proceeds were committed with oppression, fraud or malice, as defined by California Civil Code § 3294.

1 FOURTH CLAIM

2 (For Unjust Enrichment)

3 (Against GEN CON)

4 28. LFL incorporates by reference paragraphs 1 through 27, above.

5 29. GEN CON has engaged in a pattern and practice of wrongfully depriving
6 LFL of the proceeds from the charity auction and of keeping those proceeds for itself.

7 30. By these actions, GEN CON has been unjustly enriched.

8 31. As a proximate result of the foregoing willful acts and conduct of GEN
9 CON, LFL has been damaged in the sum of approximately \$150,000, subject to proof,
10 plus interest, as prayed herein.

11 32. The alleged acts constituting GEN CON's unjust enrichment were
12 committed with oppression, fraud or malice, as defined by California Civil Code § 3294.

13 WHEREFORE, plaintiff prays for the following relief:

14 As and for the First Claim: Compensatory damages in an amount of
15 approximately \$500,000, subject to proof, plus interest thereon, according to proof;

16 As and for the Second through Fourth Claims: Compensatory damages in an
17 amount of approximately \$150,000, subject to proof, plus interest thereon, according to
18 proof;

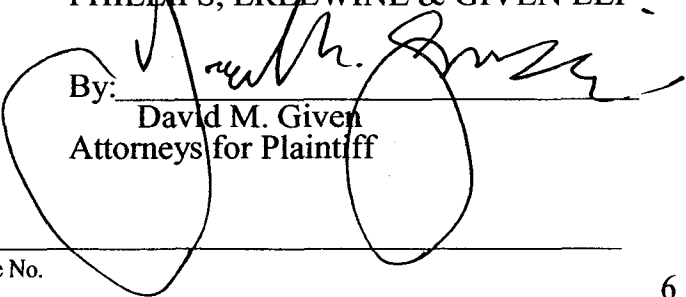
19 As and for the Fourth Claim: Pecuniary restitution in the amount of
20 approximately \$150,000, subject to proof, plus interest thereon, according to proof;

21 As and for the Third and Fourth Claims: Punitive damages to be proven at trial;

22 As and for All Causes of Action: Pre-judgment interest, costs of suit, including
23 reasonable attorney's fees, if and as appropriate, and such other and further relief as this
24 Court deems just and proper.

25 DATED: January 10, 2008

PHILLIPS, ERLEWINE & GIVEN LLP

26 By: 
27 David M. Given
28 Attorneys for Plaintiff

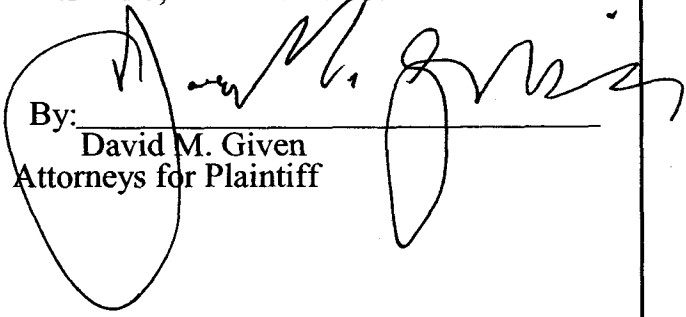
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DEMAND FOR TRIAL BY JURY

Plaintiff demands trial by jury on all claims so triable.

DATED: January 10, 2008

PHILLIPS, ERLEWINE & GIVEN LLP

By:  _____
David M. Given
Attorneys for Plaintiff