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**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

2010 MAY 13 PM 2:02
US DISTRICT COURT
MIDDLE DISTRICT OF FL

UNIVERSAL CITY STUDIOS LLLP, a
Delaware limited liability limited partnership,

Plaintiff,

CASE NO.: 6:10-CV-748-31 KRS

vs.

INTERSTATE HOLDINGS, INC., a Florida
corporation, and BHAGWAN C. ASNANI, an
individual,

Defendants.

_____ /

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiff, UNIVERSAL CITY STUDIOS LLLP (“Plaintiff” or “Universal”), by and through its undersigned attorneys, files this Complaint against Defendants, INTERSTATE HOLDINGS, INC. (“Interstate”) and BHAGWAN C. ASNANI (“Asnani”) (Interstate and Asnani are collectively referred to herein as “Defendants”), and alleges as follows:

Parties

1. Plaintiff, Universal, is a Delaware limited liability limited partnership with its principal offices located at 100 Universal City Plaza, Universal City, California 91608. Plaintiff is the successor in interest to Universal City Studios, Inc., a Delaware corporation. Along with its related or affiliated entities in Universal City, California and Orlando, Florida, Universal is engaged in the business of providing entertainment services, retail shopping services, and leasing of restaurants, nightclubs, retail shops, boutiques and movie theatres, among other services. Universal is authorized to transact business in the State of Florida.

2. Defendant, Interstate, is a Florida corporation with its principal offices located at 160 Cypress Point Parkway, Suite C117, Palm Coast, Florida 32164.

3. Defendant, Asnani, is an individual residing at 1449 Shadwell Circle, Heathrow, Florida 32746. Asnani is the president of Interstate, and at all times material hereto he has directed and controlled Interstate's business activities, including the conduct at issue herein.

4. Upon information and belief, Defendants are in the business of providing entertainment services, retail shopping center services, and leasing of restaurants, retail shops and boutiques.

Jurisdiction and Venue

5. This Court has personal jurisdiction over Defendants because they do business and reside in the State of Florida.

6. This Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121(a) and 28 U.S.C. §§ 1331, 1338(a), and 1338(b), because this action includes claims that arise under the laws of the United States, more specifically under the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*

7. This Court has supplemental jurisdiction over Plaintiff's state law claim pursuant to 28 U.S.C. § 1367.




8. Venue is proper in the Middle District of Florida pursuant to 28 U.S.C. § 1391(b) because both Defendants reside and do business in this judicial district. In addition, Defendant, Asnani, resides within the Orlando Division of the Middle District of Florida.

Background Facts

9. Since at least as early as 1993, Plaintiff (including its predecessor in interest, Universal City Studios, Inc.) has substantially and continuously offered a wide variety of

entertainment services, as well as shopping center services, and leasing of restaurants, nightclubs, retail shops, boutiques and movie theatres, under the trademark CITYWALK and related marks, such as UNIVERSAL CITYWALK, UNIVERSAL CITYWALK ORLANDO, UNIVERSAL STUDIOS CITYWALK HOLLYWOOD and UNIVERSAL STUDIOS CITYWALK ORLANDO (collectively the “CityWalk Marks”).

10. Plaintiff is the owner of the following federal registrations for the CityWalk Marks (the “CityWalk Registrations”):

| MARK | REGISTRATION NO. | DATE OF REGISTRATION | GOODS/SERVICES |
|---|------------------|----------------------|---|
| CITYWALK | 1,867,787 | December 13, 1994 | Real estate management and leasing services and shopping center services |
| UNIVERSAL CITYWALK | 1,903,781 | July 4, 1995 | Preparation and placement of advertisements for others |
| UNIVERSAL CITYWALK | 1,849,592 | August 9, 1994 | Real estate management and leasing services and shopping center services |
| UNIVERSAL CITYWALK ORLANDO | 2,845,357 | May 25, 2004 | Entertainment services, namely, live entertainment and street performances; movie theatres |
|  | 2,825,584 | March 23, 2004 | Entertainment services, namely, live entertainment and street performances; movie theatres |
|  | 2,376,104 | August 8, 2000 | Leasing of shopping mall space, namely, restaurants, nightclubs, retail shops, boutiques and movie theatres; entertainment services, namely, live entertainment and street performances; movie theatres |
|  | 2,480,411 | August 21, 2001 | Leasing of shopping mall space, namely, restaurants, nightclubs, retail shops, boutiques and movie theatres; entertainment services, namely, live |

| | | | |
|--|--|--|---|
| | | | entertainment and street performances; movie theatres |
|--|--|--|---|

True and correct copies of the U.S. Patent and Trademark Office records of the CityWalk Registrations are attached hereto as **Composite Exhibit A**. The CityWalk Registrations remain in full force and effect.

11. Plaintiff's exclusive right to use "CityWalk," including all of the CityWalk Marks, is now incontestable pursuant to 15 U.S.C. § 1065.

12. The CityWalk Marks owned by Universal are used in conjunction with the retail, restaurant and entertainment destination known as Universal CityWalk Orlando at the Universal Orlando Resort in Orlando, Florida, as well as the retail, restaurant and entertainment destination known as Universal CityWalk Hollywood at Universal Studios Hollywood in Universal City, California. The CityWalk Marks are widely recognized by consumers as being associated with the high quality services offered at the Universal CityWalk complexes in both Orlando and Hollywood, and they have become synonymous with the goodwill and reputation of Universal and its affiliates throughout the United States.

13. Defendants have been and are using Plaintiff's trademark, "CityWalk," alone and in conjunction with "Palm Coast," for the promotion and advertisement of their entertainment, shopping center and leasing services. Specifically, upon information and belief (including representations by Defendant Interstate on its corporate website), Defendant Interstate owns and operates a commercial property under the name "City Walk at Palm Coast" in Palm Coast, Florida. "City Walk at Palm Coast," sometimes referred to by Interstate as "CityWalk Palm Coast" and "The Shoppes at City Walk Palm Coast" in Interstate's advertising, is a 158,000 – square foot shopping center that leases retail shopping, restaurant, and office space to a variety of businesses.

14. Defendants prominently display and feature the “City Walk” portion of the complex’s name, both in signage and advertising. On a website operated by Defendants under the domain name citywalkshoppes.com, Defendants have marketed special events by referring to “City Walk” (without “Palm Coast”) as the location for the events.

15. Defendants’ use of “City Walk” to identify and operate their business is confusingly similar to the CityWalk Marks that Plaintiff owns and uses in connection with Universal CityWalk Orlando and Universal CityWalk Hollywood.

16. By letter dated January 5, 2009, Monique Cheng Joe, Senior Counsel for Universal, demanded that Defendants stop using the CityWalk Marks in connection with Interstate’s retail, dining and office complex. A follow-up letter was sent by Ms. Joe to Defendants on February 2, 2009, which was returned as undeliverable. A second follow-up letter was sent by Ms. Joe to Defendants on February 25, 2009. True and correct copies of Plaintiff’s January 5, 2009, February 2, 2009, and February 25, 2009 letters are attached hereto as **Composite Exhibit B**.

17. Defendants failed to respond to Ms. Joe’s letters.

18. By letter dated May 8, 2009, Plaintiff’s outside counsel, Lori T. Milvain, demanded that Defendants cease all use of the CityWalk Marks, including Defendants’ use of the name “City Walk at Palm Coast,” and requested delivery of all advertising materials and disclosure of all revenues generated in connection with Defendants’ use of the CityWalk Marks, including the name “City Walk at Palm Coast.” A true and correct copy of Plaintiff’s May 8, 2009 letter is attached hereto as **Exhibit C**.

19. On June 18, 2009, Asnani left a voice-mail message for Ms. Milvain stating that he intended to change the name “City Walk at Palm Coast,” and stating that he needed more time

to do so. When Ms. Milvain returned his phone call, Asnani agreed to remove “City Walk” and “City Walk at Palm Coast” from his Internet websites within 30 days, and he agreed to cease all other uses of said trademarks within 60 days.

20. Ms. Milvain sent a confirming e-mail to Asnani on July 8, 2009, confirming Asnani’s agreement to cease Interstate’s infringing uses of the CityWalk Marks, including Interstate’s use of the name “City Walk at Palm Coast.” Asnani did not respond to this e-mail. A true and correct copy of the July 8, 2009 e-mail is attached hereto as **Exhibit D**.

21. Ms. Milvain sent another e-mail to Asnani on August 12, 2009, requesting the status of Asnani’s agreement to cease Interstate’s infringing uses of the CityWalk Marks, including Interstate’s use of the name “City Walk at Palm Coast.” Asnani also did not respond to this e-mail. A true and correct copy of the August 12, 2009 e-mail is attached hereto as **Exhibit E**.

22. Ms. Milvain sent another e-mail to Asnani on October 28, 2009, once again requesting the status of Asnani’s agreement to cease Interstate’s infringing uses of the CityWalk Marks, including Interstate’s use of the name “City Walk at Palm Coast.” This time Asnani responded, stating via e-mail (on October 28, 2009) that his attorney had advised him that it was “OK” to use the name “City Walk at Palm Coast.” However, Asnani also stated that he wanted to “work with” Ms. Milvain, and he asked her what replacement names would be acceptable.

23. Ms. Milvain responded to Asnani via e-mails on October 29, 2009, regarding possible replacement names and on November 13, 2009, asking that Asnani have his attorney call Ms. Milvain. On November 14, 2009, Asnani responded by e-mail that he would have his attorney call Ms. Milvain. However, Milvain never received a call from any attorney on behalf of Asnani or Interstate. True and correct copies of the foregoing e-mails dated October 28, 2009,

October 29, 2009, November 13, 2009, and November 14, 2009, are attached hereto as **Composite Exhibit F**.

24. Ms. Milvain wrote a final letter to Defendants on December 22, 2009, demanding that they cease all infringing uses of the CityWalk Marks, including Interstate's use of the name "City Walk at Palm Coast." Defendants failed to respond to this letter. A true and correct copy of the December 22, 2009 letter is attached hereto as **Exhibit G**.

25. Defendants have continued to use the CityWalk Marks, including the name "City Walk at Palm Coast," despite their knowledge and recognition of Plaintiff's prior rights in the CityWalk Marks and despite Plaintiff's express, repeated demands that Defendants cease such uses.

26. Defendants have used the CityWalk Marks, including the name "City Walk at Palm Coast," without Plaintiff's consent or license, and Defendants have actively promoted Interstate's entertainment, retail, dining and office complex and the leasing of same through such infringing uses.

27. Defendants' use of the "City Walk" name infringes Plaintiff's rights in the CityWalk Marks, and such infringing use by Defendants has been willful, deliberate and intentional.

28. Plaintiff has retained the law firm of Latham, Shuker, Eden & Beaudine, LLP to enforce its rights in this matter, and it has agreed to pay said firm a reasonable attorney's fee for its services herein.

COUNT I
Trademark Infringement Under 15 U.S.C. § 1114

29. Plaintiff realleges Paragraphs 1 through 28 above as if fully set forth herein.

30. Defendant Interstate has reproduced, copied or imitated Universal's registered CityWalk Marks in selling, offering for sale, and/or advertising its services in connection with "City Walk at Palm Coast," and such use of Universal's CityWalk Marks is likely to cause confusion, to cause mistake, or to deceive consumers.

31. Defendant Interstate's actions constitute infringement of Plaintiff's CityWalk Marks in violation of 15 U.S.C. § 1114(1)(a).

32. By reason of Defendant Interstate's conduct, Plaintiff has been damaged.

33. By reason of its conduct, Defendant Interstate has caused and, unless enjoined by the Court, will continue to cause immediate and irreparable harm to Plaintiff for which there is no adequate remedy at law.

WHEREFORE, Plaintiff Universal demands judgment against Defendant Interstate for (1) appropriate preliminary and permanent injunctive relief to enjoin all infringing uses of the CityWalk Marks, including Interstate's use of the name "City Walk at Palm Coast"; (2) for all remedies permitted by 15 U.S.C. § 1117(a), including recovery of Defendant Interstate's profits, Plaintiff's damages (as may be trebled), Plaintiff's reasonable attorney's fees, and the costs of this action; and (3) for such further relief as the Court may deem just and proper.

COUNT II
Trademark Infringement Under 15 U.S.C. § 1125

34. Plaintiff realleges Paragraphs 1 through 28 above as if fully set forth herein.

35. Defendant Interstate's use of the name "City Walk" in selling, offering for sale, and/or advertising its services in connection with "City Walk at Palm Coast" is likely to cause confusion, to cause mistake, or to deceive consumers as to the affiliation, connection, or association of those services with Universal, or as to the origin, sponsorship, or approval of those services by Universal, in violation of 15 U.S.C. § 1125(a)(1).

36. By reason of Defendant Interstate's conduct, Plaintiff has been damaged.

37. By reason of its conduct, Defendant Interstate has caused and, unless enjoined by the Court, will continue to cause immediate and irreparable harm to Plaintiff for which there is no adequate remedy at law.

WHEREFORE, Plaintiff Universal demands judgment against Defendant Interstate for (1) appropriate preliminary and permanent injunctive relief to enjoin all infringing uses of the CityWalk Marks, including Interstate's use of the name "City Walk at Palm Coast"; (2) for all remedies permitted by 15 U.S.C. § 1117(a), including recovery of Defendant Interstate's profits, Plaintiff's damages (as may be trebled), Plaintiff's reasonable attorney's fees, and the costs of this action; and (3) for such further relief as the Court may deem just and proper.

COUNT III
Unfair Competition in Violation of
Florida Deceptive and Unfair Trade Practices Act

38. Plaintiff realleges Paragraphs 1 through 28 above as if fully set forth herein.

39. Defendant Interstate's actions constitute unfair methods of competition and/or unfair or deceptive acts or practices in the conduct of its business, in violation of the Florida Deceptive and Unfair Trade Practices Act, §§ 501.201 *et seq.*, Florida Statutes (2009).

40. By reason of Defendant Interstate's conduct, Plaintiff has been damaged.

41. By reason of its conduct, Defendant Interstate has caused and, unless enjoined by the Court, will continue to cause immediate and irreparable harm to Plaintiff for which there is no adequate remedy at law.

WHEREFORE, Plaintiff Universal demands judgment against Defendant Interstate for all remedies permitted by § 501.211, Florida Statutes (2009), including (1) a declaratory judgment, (2) appropriate preliminary and permanent injunctive relief, and (3) recovery of

Defendant Interstate's profits, Plaintiff's damages, and Plaintiff's reasonable attorney's fees and costs (pursuant to § 501.2105, Florida Statutes (2009)); and for such further relief as the Court may deem just and proper.

COUNT IV
Contributory Trademark Infringement

42. Plaintiff realleges Paragraphs 1 through 32 above as if fully set forth herein.

43. At all times, Defendant Asnani has directed and controlled Interstate's conduct, including its infringing uses of the CityWalk Marks.

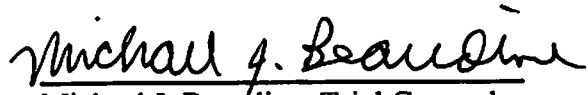
44. Defendant Asnani has been aware of Plaintiff's trademark rights, and he has continued to use the CityWalk Marks in connection with Interstate's "City Walk at Palm Coast" with full knowledge of Plaintiff's rights.

45. Defendant Asnani agreed to cease Interstate's infringing uses of the CityWalk Marks, including Interstate's use of the "City Walk" name, but he caused Interstate to continue to use the CityWalk Marks in violation of Plaintiff's trademark rights.

46. Defendant Asnani has directly contributed to the trademark infringement by Interstate, by intentionally inducing Interstate's infringement of the CityWalk Marks and by intentionally causing Interstate to continue to use the CityWalk Marks, despite Plaintiff's repeated demands to cease, with full knowledge that such use constituted trademark infringement. As such, Asnani is personally liable for Interstate's infringement of the CityWalk Marks and the resulting damages caused to Plaintiff.

WHEREFORE, Plaintiff Universal demands judgment against Defendant Asnani for all remedies permitted by 15 U.S.C. § 1117(a), including recovery of Defendants' profits, Plaintiff's damages (as may be trebled), Plaintiff's reasonable attorney's fees, and the costs of this action, and for such further relief as the Court may deem just and proper.

DATED: May 13, 2010



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