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8 Attorney for Plaintiffs
9 General Charles E. "Chuck" Yeager (Ret.) and
10 General Chuck Yeager, Inc.

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

13 GENERAL CHARLES E. "CHUCK"
14 YEAGER (RET.), and GENERAL CHUCK
15 YEAGER, INC.

16 Plaintiffs,

17 v.

18 AIRBUS GROUP SE, AIRBUS DEFENSE
19 AND SPACE, INC., AIRBUS
20 HELICOPTERS, INC., and AIRBUS S.A.S.
21 and DOES 1 through 10, inclusive,

22 Defendants.

Case No.: 8:19-cv-01793

COMPLAINT FOR DAMAGES

1. **VIOLATION OF CALIFORNIA CIVIL CODE SECTION 3344 (CAL. CIV. CODE §3344)**
2. **VIOLATION OF COMMON LAW RIGHT OF PUBLICITY**
3. **FALSE ENDORSEMENT UNDER THE LANHAM ACT (15 U.S.C. §1125(A))**
4. **COMMON LAW TRADEMARK INFRINGEMENT**
5. **FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. §1114(1))**

DEMAND FOR JURY TRIAL

1 Plaintiffs General Charles E. “Chuck” Yeager (Ret.) (“General Yeager”) and General
2 Chuck Yeager, Inc. (“GCYI”) (collectively “Plaintiffs”), by and through their undersigned
3 attorney Lincoln Bandlow, hereby claim against defendants Airbus Group SE, Airbus Defense
4 and Space, Inc., Airbus Helicopters, Inc., and Airbus S.A.S. (hereinafter, collectively referred to
5 as “Airbus”), as follows:

6 **NATURE OF THE ACTION**

7 1. General Yeager is one the most, if not *the* most, famous pilots of all time. He is
8 known around the world as the pilot who conquered the speed of sound. Indeed, he has flown at
9 *twice* the speed of sound. As a result of his recognizable and well-known identity, General
10 Yeager has been retained to provide commercial endorsements for selected companies, and they
11 have paid substantial compensation for his services. Thus, using his name, particularly in
12 connection with any form of aircraft, is incredibly valuable. This case is about the knowing and
13 intentional theft by defendants of that highly valuable commodity.

14 **THE PARTIES**

15 2. General Yeager is a retired General Officer of the United States Air Force.
16 General Yeager’s historical background and aviation accomplishments have all served to create a
17 valuable, unique identity and commodity. General Yeager served in this U.S. Army Air Force
18 during World War II as a fighter pilot, flying P-51 Mustangs. During one mission, General
19 Yeager was shot down, evaded capture, and aided local resistance forces. He escaped from behind
20 enemy lines to American control and resumed his duties as a fighter pilot. He then went on to
21 become one of the few American fighter pilots to become an “ace in a day”, by downing five
22 enemy fighters in one mission. At the end of World War II, General Yeager had been credited
23 with 11.5 official victories and was credited with holding one of the first victories in his fighter
24 group against a jet fighter plane.

25 3. After his service during World War II, General Yeager became a test pilot. In that
26 capacity, he accomplished the feat for which he is perhaps best known, that of being the first
27 person to break the speed of sound (known and referred to as “Mach 1”). Shortly thereafter, he
28 again broke records, becoming the first person to exceed 2.4 times the speed of sound (known and

1 referred to as “Mach 2.4”). He subsequently set and/or broke additional aviation and speed
2 records. General Yeager then went on to command the United States Air Force Aerospace
3 Research Pilot School, the 405th Tactical Fighter Wing, the 4th Tactical Fighter Wing, and also
4 served as Vice-Commander of the Seventeenth Air Force.

5 4. Post retirement, General Yeager continued to flourish in achievements which
6 contribute to the value of his identity, including his setting of flight records in light general
7 aircraft. His stature as an elite test pilot was further cemented in Tom Wolfe’s best-selling non-
8 fiction book *The Right Stuff* and the Academy Award-nominated film adaptation of the same
9 name, both of which prominently feature General Yeager and his exploits. He has been featured,
10 recognized, and honored for his accomplishments by such well-respected people and
11 organizations as Marshall University, the State of West Virginia, President Ford, the National
12 Aviation Hall of Fame, President Reagan and the Aerospace Walk of Honor.

13 5. General Yeager has taken steps to utilize and protect his name, identity and image.
14 He has spoken to various groups, organizations and committees. For example, he has served as a
15 spokesperson for AC Delco Corp., which saw its sales dramatically increase as a result of the use
16 of his name, likeness, identity and endorsement. He also lent his name, likeness, voice, and
17 technical expertise to the renowned computer games *Chuck Yeager’s Advanced Flight Trainer*
18 and *Chuck Yeager’s Air Combat*. He has been featured on the cover of numerous magazines as a
19 result of his accomplishments, status, and historical activities. General Yeager charges and
20 receives a fee for the commercial use of his name, image, and/or identity, and additionally
21 charges for any endorsements of products or companies. General Yeager also engages in
22 activities and appearances resulting in substantial charitable contributions.

23 6. GCYI is a corporation organized and operating under the laws of the State of
24 California.

25 7. Upon information and belief, Defendant Airbus SE is a European multinational
26 aerospace corporation that designs, manufactures, and sells civil and military aerospace products
27 worldwide and manufactures in the European Union and other countries. Upon information and
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1 belief, the company has three divisions: Commercial Aircraft, Defense and Space, and
2 Helicopters.

3 8. Upon information and belief, Defendant Airbus Defense and Space, Inc. is a
4 division of Airbus responsible for defense and aerospace products and services. The division was
5 formed in January 2014. Upon information and belief, Airbus Defense and Space, Inc. has offices
6 throughout the United States, including an office in Huntington Beach, California.

7 9. Upon information and belief, Defendant Airbus S.A.S. was founded in 1970 and
8 engages in designing, manufacturing, and delivering aircrafts, as well as offers products,
9 including commercial aircraft, double-deck aircraft and passenger aircraft, helicopters, civil
10 helicopters, fire support helicopters, military helicopters, and corporate helicopters, defense and
11 security, cyber security, and space, science and telecommunication satellites and navigation tools.
12 Upon information and belief, Airbus S.A.S. has offices in the United States as well as France,
13 Germany, Russia, Spain, Canada, Latin America, Africa, the Middle East, China, Japan, India and
14 Singapore. Upon information and belief, Airbus S.A.S. operates as a subsidiary of Airbus SE.

15 10. Upon information and belief, Airbus owns and/or operates the website located at
16 URL <http://www.airbus.com>.

17 **JURISDICTION AND VENUE**

18 11. This Court has exclusive jurisdiction over the subject matter of this action pursuant
19 to 28 U.S.C. §§ 1331 and 1338(a). This is a civil action arising under federal law, the Lanham Act
20 of 1946 as amended (codified at 15 U.S.C. §§ 1051, et seq.).

21 12. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant
22 to 28 U.S.C. § 1367.

23 13. Venue is proper in the Central District, as Defendants have, and continue to, seek
24 out and engage in business throughout California, and upon information and belief, Defendants
25 have continuous systematic contacts with the Central District of California, including an office
26 located within the Central District.

1 **THE UNAUTHORIZED USE OF GENERAL YEAGER’S NAME AND IDENTITY**
2 **AND GCIYI’S TRADEMARKS**

3 14. In 2008, General Yeager visited Airbus. General Yeager is informed and believes
4 that Airbus was informed that for his 2008 visit to Airbus, no video was permitted to be used for
5 sales or advertising unless a deal setting the terms of same was entered into between General
6 Yeager and Airbus.

7 15. No deal was entered into between General Yeager and Airbus to permit any video
8 of General Yeager’s 2008 visit to be used for sales or advertising.

9 16. Upon information and belief, without permission, Airbus used a video of General
10 Yeager’s 2008 visit to Airbus (the “Video”) in connection with sales, marketing, promotion and
11 other such uses.

12 17. Airbus Helicopter wanted to use General Yeager’s name in press releases. General
13 Yeager informed Airbus Helicopter that it would cost over one million dollars (\$1,000,000.00) to
14 do so, and General Yeager would have veto power over any specific usage (i.e. – style, reference,
15 etc.).

16 18. Airbus Helicopter declined to accept General Yeager’s fee requirement.

17 19. On or about June 20, 2017, Airbus published an advertising/promotional
18 commercial piece on its website (the “infringing material”). The publication with the infringing
19 material was intended to highlight Airbus’ intentions of making their cost-effective and fast way
20 to fly with Airbus’ Racer concept.

21 20. A copy of the Publication is attached hereto as Exhibit A. The pertinent paragraph
22 states:

23 “Seventy years ago, [American test pilot] Chuck Yeager broke the sound barrier,”
24 said Guillaume Faury, CEO of Airbus Helicopters, at the Racer announcement press
25 conference. Now, he said, “we’re trying to break the cost barrier. It cannot be ‘speed
26 at any cost.” (<https://www.airbus.com/newsroom/news/en/2017/06/a-clean-sheet-approach-to-airbus-racer-high-speed-demonstrator.html>, posted on June 20, 2017).

1 21. Airbus actively took steps to distribute and disseminate the infringing material,
2 without consent, and made the infringing material available to others for republication and
3 distribution.

4 22. By utilizing General Yeager's name, identity and likeness and federally registered
5 trademarks in the infringing material, Airbus impaired the ability of General Yeager to receive his
6 established earning potential from the use of his name, identity and likeness and federally
7 registered trademarks.

8 23. Due to Airbus' infringing advertisement, subsequent publications using General
9 Yeager's name and likeness were published – again without consent – to promote Airbus'
10 product. The URL for an article entitled “Airbus Racer is a High-Speed and Cost-Effective
11 Helicopter” dated June 26, 2017 is located at: [https://blog.dupontregistry.com/news/airbus-racer-](https://blog.dupontregistry.com/news/airbus-racer-high-speed-cost-effective-helicopter/)
12 [high-speed-cost-effective-helicopter/](https://blog.dupontregistry.com/news/airbus-racer-high-speed-cost-effective-helicopter/).

13 **CLAIMS FOR RELIEF**

14 **COUNT I**

15 **Violation of California Civil Code § 3334 – Against All Defendants**

16 24. Plaintiffs incorporate herein by reference each of the preceding allegations of this
17 Complaint as if they were set forth in full herein.

18 25. California Civil Code § 3334 provides in relevant portion that:

19 Any person who knowingly uses another's name, voice, signature, photograph, or
20 likeness, in any manner, on or in products, merchandise, or goods, or for purposes
21 of advertising or selling, or soliciting purchases of, products, merchandise, goods
22 or services, without such person's prior consent... shall be liable for any damages
23 sustained by the person or persons injured as a result thereof. In addition, in any
24 action brought under this section, the person who violated the section shall be
25 liable to the injured party or parties in an amount to equal the greater of seven
26 hundred fifty dollars (\$750) or the actual damages suffered by him or her as a
27 result of the unauthorized use, and any profits from the unauthorized use that are
28 attributable to the use and are not taken into account in computing the actual
damages. In establishing such profits, the injured party or parties are required to
present proof only of the gross revenue attributable to such use, and the person
who violated this section is required to prove his or her deductible expenses.
Punitive damages may also be awarded to the injured party or parties. The
prevailing party in any action under this section shall also be entitled to attorney's
fees and costs.

1 26. General Yeager’s name and likeness were utilized in Airbus’ infringing material
2 without his authorization, permission or consent.

3 27. The commercial value of General Yeager’s name and likeness has been established
4 by prior endorsement agreements and similar agreements. The use of General Yeager’s name and
5 likeness in endorsement deals for other companies has resulted in an increase in sales and
6 marketing, and it is therefore likely that the use of General Yeager’s name and likeness here
7 similarly resulted in an increase in Airbus’ profits, particularly in light of General Yeager’s well-
8 known association with aircraft.

9 28. At the time of the infringing materials, General Yeager customarily charged
10 hundreds of thousands to millions of dollars for the use of his name, likeness and/or identity.

11 29. As a result of Airbus’ wrongful actions, General Yeager has been forced to retain
12 counsel and bring this suit.

13 30. General Yeager therefore seeks general damages, specific damages, punitive
14 damages and attorneys’ fees and costs.

15 31. General Yeager and Defendants entered into a binding tolling agreement regarding
16 the claims asserted herein such that it was agreed that the statute of limitations for these claims
17 would not expire until after September 18, 2019 and therefore these claims are timely asserted.

18 **COUNT II**

19 **Violation of California Common Law Right of Publicity – Against All Defendants**

20 32. Plaintiffs incorporate herein by reference each of the preceding allegations of this
21 Complaint as if they were set forth in full herein.

22 33. Airbus’ unauthorized and unlawful use of General Yeager’s name, likeness, voice,
23 identity, and persona to Airbus’ own advantage, commercially or otherwise, constitutes a willful
24 violation of General Yeager’s common law rights of publicity.

25 34. Airbus has engaged in these actions without authorization, consent or permission
26 of General Yeager and have done so to their own commercial advantage and benefit.

27 35. Airbus’ conduct alleged herein constitutes a violation of General Yeager’s rights to
28 publicity under the common law.

1 36. By reason of Airbus' unauthorized misappropriation of General Yeager's rights to
2 publicity by Airbus, General Yeager has sustained and will sustain substantial injury, loss and
3 damage. Airbus' unlawful activities entitle General Yeager to recover their actual damages and
4 Airbus' profits in an amount to be proven at trial, together with his attorneys' fees and costs.

5 37. Airbus is a corporation with a checkered reputation, having been charged with or
6 investigated for a litany of crimes such as bribery, corruption and insider trading. Moreover,
7 Airbus has been recently associated with manufacturing dangerous aircraft, including well-known
8 crashes of its A320 airplanes as well as a global recall of the A380 super jumbo jets. As a result
9 of Airbus' misappropriation of General Yeager's name and likeness, Airbus has caused damage
10 to General Yeager's reputation by causing General Yeager to be associated with Airbus' tainted
11 brand. Therefore, General Yeager is entitled to reputational damages.

12 38. By misappropriating General Yeager's name and identity in connection with its
13 products and services, Airbus has deprived General Yeager of future opportunities to enter into
14 exclusive endorsement deals with other entities in the aviation industry, the industry with which
15 General Yeager is most readily associated. As a result of Airbus' misappropriation, General
16 Yeager has suffered damages for lost opportunities.

17 39. Airbus misappropriated General Yeager's rights to publicity knowingly,
18 maliciously, and oppressively, intending to appropriate to themselves without compensation what
19 they knew to be General Yeager's valuable right of publicity, in disregard of General Yeager's
20 demands that Airbus cease their unlawful activities. Said misconduct was also fraudulent, in that
21 the public has been falsely led to believe that General Yeager consented to such commercial use
22 of his name, likeness, voice, identity, and persona, and is associated with, approves of, and
23 endorses Airbus' activities. Accordingly, General Yeager is entitled to punitive damages in an
24 amount to be proven at trial.

25 40. Furthermore, General Yeager is entitled to a permanent injunction to prevent
26 future misappropriation of General Yeager's right of publicity.

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1 41. In addition, General Yeager is entitled to the seizure and return of all goods and
2 materials which Airbus has sold, advertised or offered for sale in violation of General Yeager's
3 right of publicity.

4 COUNT III

5 False Endorsement (15 U.S.C. §§ 1125(a)) – Against All Defendants

6 42. Plaintiffs incorporate all prior allegations of this Complaint by this reference.

7 43. General Yeager is the owner of the statutory and common law rights associated
8 with General Yeager's name, likeness, and persona necessary for endorsement deals, including
9 his right to decide whether to associate his name, image, likeness, or persona with any third-party
10 for purposes relating to sponsorship and/or endorsement.

11 44. Airbus used General Yeager's name, image, and likeness without permission by
12 utilizing the Video in its sales and by distributing the infringing material for wide publication in
13 trade publications such as the DuPont Registry.

14 45. Airbus' unauthorized uses constitute false or misleading representations of fact to
15 falsely imply the endorsement of Defendants' businesses and products by General Yeager.

16 46. Airbus' unauthorized uses of General Yeager's persona as to General Yeager's
17 sponsorship and/or endorsement of Airbus' brands and products. Specifically, Airbus' use of
18 General Yeager's name in connection with the infringing material is likely to cause consumers to
19 believe that General Yeager is associated with Airbus Helicopters, or that General Yeager
20 sponsors or endorses Defendants' Racer helicopter.

21 47. As a direct and proximate result of the acts of false endorsement set forth above,
22 General Yeager has suffered actual damages in an amount to be proven at trial, but in no event
23 less than \$1 million. General Yeager is entitled to the full range of relief available under the
24 Lanham Act, 15. U.S.C. § 1117, including, without limitation, an award of actual damages and
25 the disgorgement of Airbus' profits arising from their false or misleading acts. Airbus' conduct
26 further renders this an "exceptional" case within the meaning of the Lanham Act, thus entitling
27 General Yeager to an award of attorneys' fees and costs.
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1 48. General Yeager is informed and believes, and based thereon alleges, that Airbus
2 committed the unauthorized acts described above knowing that they are likely to cause consumers
3 to falsely believe that General Yeager endorses Airbus' products. Airbus has thus willfully,
4 knowingly, and maliciously deceived and confused the relevant consuming public, such that
5 General Yeager is entitled to an award of treble damages.

6 **COUNT IV**

7 **Common Law Trademark Infringement – Against All Defendants**

8 49. Plaintiffs incorporate all prior allegations of this Complaint by this reference.

9 50. General Yeager owns valid common law trademarks in the CHUCK YEAGER
10 mark as exclusively identifying General Yeager, and the mark is famous worldwide.

11 51. Airbus has infringed General Yeager's trademark by using this mark in the
12 infringing material.

13 52. Airbus' unauthorized use of General Yeager's trademark is likely to confuse and
14 deceive consumers as to the origin, sponsorship, and/or endorsement of Airbus' brands and
15 products. Specifically, Airbus' use of Yeager's mark is likely to cause consumers to mistakenly
16 believe that General Yeager is associated with Airbus Helicopters, or that General Yeager
17 sponsors or endorses Airbus' Racer helicopter.

18 53. As a direct and proximate result of the acts of trademark infringement set forth
19 above, Yeager has suffered actual damages in an amount to be proven at trial, but in no event less
20 than \$1 million.

21 54. General Yeager is informed and believes, and based thereon alleges, that Airbus
22 committed the infringement described above knowing that its unauthorized use of the CHUCK
23 YEAGER mark is likely to cause consumer confusion. Airbus has thus willfully, knowingly, and
24 maliciously deceived and confused the relevant consuming public, such that General Yeager is
25 entitled to an award of treble damages.

26 55. General Yeager is further informed and believes, and based thereon alleges, that
27 Airbus acted with fraud, oppression, or malice in infringing General Yeager's mark as alleged
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1 above. As such, in addition to the other relief sought herein, General Yeager is entitled to an
2 award of punitive damages.

3 **COUNT V**

4 **Trademark Infringement (15 U.S.C. § 1114(1)) – Against All Defendants**

5 56. Plaintiffs incorporate all prior allegations of this Complaint by this reference.

6 57. GCYI owns the following federally registered trademarks: (1) U.S. Registration
7 3,809,602 for the use of CHUCK YEAGER in connection with pre-recorded CDs and DVDs
8 featuring history related to airplanes and flight, and (2) U.S. Registration 3,816,840 for the use of
9 CHUCK YEAGER in connection with shirts and hats.

10 58. Airbus infringed GCYI's registered trademarks by using these marks in the
11 infringing materials.

12 59. Airbus' unauthorized use of GCYI's registered trademarks is likely to confuse and
13 deceive consumers as to the origin, sponsorship, and/or endorsement of Airbus' brands and
14 products. Specifically, Airbus' use of GCYI's marks is likely to cause consumers to mistakenly
15 believe that General Yeager is associated with the Airbus Raptor helicopter, or that he sponsors or
16 endorses Airbus' Raptor helicopter.

17 60. As a direct and proximate result of the acts of trademark infringement set forth
18 above, GCYI has suffered actual damages in an amount to be proven at trial, but in no event less
19 than \$1 million. GCYI is entitled to the full range of relief available under the Lanham Act,
20 15 U.S.C. § 1117, including, without limitation, an award of actual damages and the
21 disgorgement of Airbus' profits arising from the acts of trademark infringement. Airbus' conduct
22 further renders this an "exceptional" case within the meaning of the Lanham Act, thus entitling
23 Plaintiffs to an award of attorneys' fees and costs.

24 61. GCYI is informed and believes, and based thereon alleges, that Airbus committed
25 the infringement described above knowing that its unauthorized use of the CHUCK YEAGER
26 trademarks is likely to cause consumer confusion. Airbus has thus willfully, knowingly, and
27 maliciously deceived and confused the relevant consuming public, such that GCYI is entitled to
28 an award of treble damages.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that they be awarded judgment against Airbus as follows:

1. In favor of Plaintiffs and against Airbus on all of Plaintiffs’ claims;
2. Awarding Plaintiffs general damages, according to proof;
3. Awarding Plaintiffs reputational damages, according to proof;
4. Awarding Plaintiffs damages for lost opportunities, according to proof;
5. Awarding Plaintiffs statutory damages, according to proof;
6. Awarding Plaintiffs special damages, according to proof;
7. Awarding Plaintiffs exemplary or punitive damages, according to proof;
8. Awarding Plaintiffs restitution of any and all benefits received by Airbus through the use of Plaintiffs’ name, identity and likeness;
9. Awarding Plaintiffs their reasonable attorney’s fees, costs, expenses, and interest;
10. Ordering injunctive relief to prohibit, prevent and bar Airbus from continuing to utilize, or permit to be utilized, General Yeager’s name in connection with Airbus’ products, services, or endeavors without an executed agreement; and to require Airbus to affirmatively act to remove the infringing material from the Internet and other mediums where it is still accessible; and
11. Awarding Plaintiffs such other and further relief as the Court deems just and proper.

Dated: September 18, 2019

Law Offices of Lincoln Bandlow, P.C.

By: 

LINCOLN D. BANDLOW
Attorney for Plaintiffs
General Charles E. “Chuck” Yeager
(Ret.) and General Chuck Yeager, Inc.


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DEMAND FOR JURY TRIAL

Plaintiffs, GENERAL CHARLES E. "CHUCK" YEAGER (RET.) and GENERAL CHUCK YEAGER, INC., hereby demand trial by jury on all claims properly triable to a jury in this action.

Dated: September 18, 2019

Law Offices of Lincoln Bandlow, P.C.

By: 

LINCOLN D. BANDLOW
Attorney for Plaintiffs
General Charles E. "Chuck" Yeager
(Ret.) and General Chuck Yeager, Inc.