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**FILED**  
Los Angeles Superior Court

FEB 13 2009

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Attorneys for Plaintiff FARRAH FAWCETT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

FARRAH FAWCETT, an individual,

Plaintiff,

vs.

BIO-GRAPHICS INC., a Delaware corporation;  
PIE INTERNATIONAL INC., an Ohio  
corporation;  
T.N. TRIKILIS, an individual; and  
DOES 1 - 10, inclusive,  
Defendants.

Case No. BC407733

JUDGE:  
DEPT:

**COMPLAINT OF FARRAH FAWCETT  
FOR:**

1. **DECLARATORY RELIEF;**
2. **MISAPPROPRIATION OF  
NAME, IMAGE AND LIKENESS  
(Civil Code § 3344);**
3. **INVASION OF PRIVACY;**
4. **UNJUST ENRICHMENT; AND**
5. **QUANTUM MERUIT.**

Action Filed: February 13, 2009  
Trial Date: None Set

**COMES NOW** Plaintiff Farrah Fawcett ("Plaintiff") and for her Complaint alleges the following:

**NATURE OF ACTION**

1. Plaintiff brings this action against Defendants pursuant to the Cal. Code of Civil Proc. § 1060, Cal. Civil Code § 3344, and California common law, as a result of Defendants

COMPLAINT

CIT/CASE: 20090213 154/0271  
RECEIPT #: COM13720064  
DATE PAID: 02/13/09 03:44:29 PM  
PAYMENT: 350.00  
RECEIPTS: 350.00  
CHARGE: 350.00  
CASE: 350.00  
CASH: 350.00  
CHECK: 350.00

1 unlawful actions and for the purpose of determining a question of actual controversy between the  
2 Plaintiff and the Defendants as hereinafter set forth.

3 **PARTIES & JURISDICTION**

4 2. Plaintiff Farrah Fawcett is an individual residing in Los Angeles County, State of  
5 California.

6 3. Plaintiff is informed and believes that, at all relevant times, Defendant BIO-  
7 Graphics Inc., a Delaware corporation, ("Defendant BIO") has transacted and continues to transact  
8 business throughout the State of California, including in Los Angeles County.

9 4. Plaintiff is informed and believes that, at all relevant times, Defendant PIE  
10 International Inc., an Ohio corporation, ("Defendant PIE") has transacted and continues to transact  
11 business throughout the State of California, including in Los Angeles County.

12 5. Plaintiff is informed and believes that, at all relevant times, Defendant T.N. Trikilis,  
13 an individual, ("Defendant Trikilis") transacted business throughout the State of California,  
14 including in Los Angeles County. Plaintiff is informed and believes that Defendant Trikilis is the  
15 officer and majority (or sole) shareholder of Defendant PIE and Defendant BIO.

16 6. The true names and capacities, whether individual, corporate, associate or otherwise,  
17 of Defendants herein designated by the fictitious names Does 1 through 10, inclusive, are unknown  
18 to Plaintiff, who therefore sued the Doe Defendants by such fictitious names. When the true names  
19 and capacities of such fictitiously named defendants have been ascertained, Plaintiff will amend  
20 this pleading accordingly. Plaintiff is informed and believes and thereon alleges that each of the  
21 fictitiously named defendants is in some manner responsible for the acts, omissions and  
22 occurrences hereinafter alleged and actually and proximately caused and contributed to the various  
23 injuries and damages referred to herein.

24 7. The defendants identified in paragraphs 1 through 6, above, shall be referred to  
25 collectively as "Defendants."

26 8. Whenever reference is made in this Complaint to any act of any Defendants that  
27 allegation shall mean that each defendant acted individually and jointly with the other Defendants.

28



1           15.     One of the several works created pursuant to the Fawcett/Pro Arts Agreement was  
2 the world-famous Farrah Fawcett red swimsuit photograph and poster entitled "Farrah" ("the  
3 Photograph").

4           16.     Plaintiff was the creator and author of the Photograph. More specifically, with  
5 regard to the creation of the Photograph, Plaintiff solely chose the photographer, Plaintiff solely  
6 created the overall styling, Plaintiff solely determined the wardrobe (i.e., specific swimsuit used),  
7 Plaintiff solely created the hair styling, Plaintiff solely did the makeup used, Plaintiff solely  
8 directed photographic content (including, but not limited to, the angle of the photograph as well as  
9 the pose and posturing of the model), Plaintiff solely determined the location where the photograph  
10 was taken, and Plaintiff solely approved the background used in the photograph.

11           17.     Plaintiff also determined and selected—from the hundreds of photographs created  
12 during that particular shoot—the image that was to become the Photograph. Plaintiff also owns  
13 and possesses all the photographs and negatives of all photographs taken at the photo shoot.

14           18.     In sum, the underlying photograph used in the published and copyrighted  
15 Photograph entitled "Farrah" was made at Plaintiff's instance and complete direction. As such,  
16 Plaintiff was its author and creator, and Plaintiff is, therefore, also entitled to all accompanying  
17 copyrights, including the renewal term of the copyright. In addition to rights held as the  
18 Photograph's author and creator, Plaintiff's exclusive rights of ownership to the Photograph and all  
19 other related artwork are also confirmed in and pursuant to the Fawcett/Pro Arts Agreement.

20           19.     The underlying Photograph "Farrah" was first published and copyrighted in 1976.  
21 The Photograph's registration number with the U.S. Copyright Office is K120835; it was registered  
22 in the U.S. Copyright Office by Pro Arts as the exclusive licensee of, and in trust for, Plaintiff.

23           20.     Pursuant to the written Fawcett/Pro Arts Agreement, Plaintiff is the legal and  
24 equitable owner of the Photograph "Farrah" and other artwork created pursuant to the same  
25 Fawcett/Pro Arts Agreement. If, for the sake of argument, Pro Arts ever held any rights in the  
26 Photograph "Farrah" and other artwork created under the Agreement, Pro Arts transferred all of  
27 such ownership rights to Plaintiff in 1976 pursuant to the Fawcett/Pro Arts Agreement. As a result  
28 of the above, Plaintiff has commercially exercised and publicly proclaimed her exclusive

1 ownership rights to the Photograph "Farrah" (including its U.S. copyright and all other related  
2 artwork) continuously since signing the Fawcett/Pro Arts Agreement in 1976.

3 21. The Fawcett/Pro Arts Agreement terminated in or about 1978. Prior to the  
4 agreement's termination, all of Plaintiff's ownership rights to the Photograph (including any and all  
5 copyrights) and other related artwork created pursuant to the agreement had fully vested to and in  
6 Plaintiff.

7 22. At various times since Plaintiff's rights to the Photograph and related artwork fully  
8 vested, Defendant Trikilis, through Defendants PIE and BIO, has falsely asserted to third parties  
9 that Plaintiff does not own any rights in the Photograph and related artwork and that Defendant  
10 Trikilis holds an exclusive ownership interest in same.

11 23. For example, in the summer of 2008, Defendant PIE asserted to a third party that  
12 Defendant PIE, and not Plaintiff, possessed an ownership interest in the copyright to the  
13 Photograph.

14 24. Without Plaintiff's permission and authorization, Defendants, together and  
15 individually, have made reproductions of the Photograph and have offered, and continue to offer  
16 the unauthorized reproductions for sale in commercial outlets, including, but not limited to, the  
17 www.posterclub.com Internet site. Plaintiff is informed and believes that the site is owned and  
18 controlled by one or more of the Defendants.

19 25. Within and outside of the State of California, Defendants have also used Plaintiff's  
20 name, image, likeness, and celebrity identity for commercial purpose without Plaintiff's  
21 permission.

22 26. As a result of the foregoing, Plaintiff brings this action to resolve the actual, present,  
23 and substantial controversy as to the contractual ownership rights to the copyright to the  
24 Photograph and other artworks at issue, as well as to terminate Defendants' continued  
25 unauthorized, commercial use of Plaintiff's name, image, likeness, and celebrity identity.

26 27. Accordingly, Plaintiff respectfully submits that justice requires, at a minimum,  
27 declaratory relief determining the parties rights and interest with respect to the Fawcett/Pro Arts  
28

1 Agreement, including the specific ownership in the copyrights in the Photograph and other  
2 artworks that are the subject of that Fawcett/Pro Arts Agreement.

3 **FIRST CAUSE OF ACTION**

4 **(Claim for Declaratory Relief Against All Defendants)**

5 28. Plaintiff incorporates by reference each and every paragraph of this Complaint as  
6 though fully set forth herein.

7 29. An actual controversy has arisen in that Plaintiff contends that, pursuant to the  
8 Fawcett/Pro Arts Agreement, (a) she is the owner to all rights, including the copyright, in the  
9 Photograph "Farrah" and all other artwork, and (b) that Defendants have no legal rights or interest  
10 in the Photograph.

11 30. Defendants dispute Plaintiff's contentions as to her ownership to the copyright in the  
12 Photograph described above, and Defendants contend that PIE International is instead the sole  
13 owner to the copyright in the Photograph and other related artwork.

14 31. A judicial declaration is currently necessary to end this controversy and to determine  
15 the Defendants and Plaintiff's respective rights and obligations concerning the ownership of the  
16 Photograph "Farrah" (including its U.S. copyright) and other related artworks.

17 32. Despite the fact that Plaintiff authored and took full ownership in the copyright in  
18 the Photograph in June 1976 pursuant to the Fawcett/Pro Arts Agreement, Defendants PIE  
19 International and Trikilis have—as recently as the Summer of 2008—purported to third parties that  
20 Defendants were the legal owners in the Photograph and attempted to collect license fees for that  
21 third party's use of the Photograph.

22 33. Relevant language in the Fawcett/Pro Arts Agreement includes, but is not limited to  
23 the following: "[a]ll art work for articles . . . shall be and remain the property of [Plaintiff], and  
24 may be used by [Plaintiff] and [her] licenses . . ." and "[t]his agreement shall be construed in  
25 accordance with the laws of the State of California."

26 34. Presently there exists an actual controversy between the parties and unless and until  
27 restrained, Defendants will continue to engage in similar conduct—falsely claiming an ownership  
28 interest in the Photograph, thereby injuring Plaintiff by meddling in Plaintiff's commercial

1 exploitation of the Photograph and causing any potential royalty income to be diverted from her  
2 and paid to Defendants.

3 35. Accordingly, declaratory relief is necessary to declare once and for all that Plaintiff  
4 is the sole legal owner of the copyright in the Photograph, and all the rights and privileges  
5 associated therewith. Defendants' actions (individually and collectively) have caused and will  
6 continue to cause Plaintiff irreparable injury for which monetary damages cannot fully compensate.  
7 Plaintiff is therefore entitled to relief through the requested Declaratory Judgment.

8 **SECOND CAUSE OF ACTION**

9 **(Misappropriation of Name and Likeness Against All Defendants; Cal. Civil Code § 3344)**

10 36. Plaintiff incorporates by reference each and every paragraph of this Complaint as  
11 though fully set forth herein.

12 37. Plaintiff is informed and believes that Defendants used a photograph of Plaintiff  
13 without her permission to advertise, promote and sell products on Defendants'  
14 www.posterclub.com website.

15 38. Plaintiff is informed and believes that Defendants, Defendants have also created and  
16 sold posters that included Plaintiff name, signature, image, likeness, and celebrity identity all  
17 without Plaintiff's permission.

18 39. Within all of Defendants' unauthorized uses of Plaintiff's name, image, likeness and  
19 celebrity identity, Plaintiff is readily identifiable.

20 40. At no time relevant to this action did Plaintiff ever give Defendants her consent for  
21 any of use of her name, image, likeness and celebrity identity.

22 41. At no time relevant to this action have Defendants paid Plaintiff for their  
23 commercial use of her name, image, likeness, and celebrity identity.

24 42. Defendants acts, among other things, are in violation of California Civil Code  
25 Section 3344.

26 43. As a proximate result of Defendants' widespread, unauthorized, and commercial use  
27 of Plaintiff's name, image, likeness and celebrity identity, Plaintiff has suffered damage. Plaintiff  
28 is entitled to recover damages from Defendants including, but not limited to, the devaluation of

1 Plaintiff's image in the marketplace, a disgorgement of all of Defendants' profits made from such  
2 unauthorized use, as well as other damages and equitable relief. The value of said benefit will be  
3 proven at trial, but in no event less than \$100,000.

4 44. As a proximate result of Defendants' widespread, unauthorized, and commercial use  
5 of Plaintiff's name, image, likeness, and celebrity identity, Plaintiff is further entitled to recover  
6 from Defendants her attorneys' fees and costs.

7 45. As a proximate result of Defendants' widespread, unauthorized, and commercial use  
8 of Plaintiff's name, image, likeness and celebrity identity, Plaintiff is further entitled to punitive  
9 damages. At the times Defendants made commercial use of Plaintiff's name, image, likeness and  
10 celebrity identity, Defendants knew that Plaintiff owned the photograph used and that Plaintiff had  
11 not consented to their use of the photograph or Plaintiff's name, image, likeness and celebrity  
12 identity depicted therein. Despite that knowledge, Defendants intentionally misappropriated  
13 Plaintiff's name, image, likeness and celebrity identity for their own financial gain in conscious  
14 disregard of Plaintiff's rights and of the damages that Plaintiff would suffer as a result of the  
15 misappropriation. Defendants' actions in this regard were intentional, malicious and oppressive,  
16 and, as a result, Plaintiff is entitled to punitive damages under California Civil Code Section 3294.

17 46. As a proximate result of Defendants' widespread, unauthorized, and commercial use  
18 of Plaintiff's name, image, likeness and celebrity identity, Plaintiff is further entitled to injunctive  
19 relief. If Defendants are not restrained and prevented from continuing to make unauthorized use of  
20 Plaintiff's name, image, likeness, and celebrity identity to promote their respective business  
21 interests, Plaintiff will continue to suffer irreparable damage to her professional reputation and  
22 livelihood.

23 47. Defendants' use of Plaintiff's name, image, likeness, and celebrity identity conveys  
24 the false message to consumers and the marketplace that Plaintiff is associated with and/or  
25 endorses Defendants and their products.

26 48. Defendants' actions (individually and collectively) cause and will continue to cause  
27 Plaintiff irreparable injury for which monetary damages cannot fully compensate. Plaintiff is  
28 therefore entitled to immediate injunctive relief.

**THIRD CAUSE OF ACTION**

**(Invasion of Privacy: Common Law Misappropriation of Likeness Against All Defendants)**

49. Plaintiff incorporates by reference each and every paragraph of this Complaint as though fully set forth herein.

50. Plaintiff is informed and believes that Defendants used a photograph of Plaintiff without her permission to advertise, promote and sell products on its www.posterclub.com website.

51. Plaintiff is informed and believes that Defendants have created and sold posters that included Plaintiff name, signature, image, likeness, and celebrity identity all without Plaintiff's permission.

52. Within all of Defendants' unauthorized uses of Plaintiff's name, image, likeness and celebrity identity, Plaintiff is readily identifiable.

53. At no time relevant to this action did Plaintiff ever give Defendants her consent for any of use of her name, image, likeness and celebrity identity.

54. At no time relevant to this action have Defendants paid Plaintiff for their commercial use of her name, image, likeness, and celebrity identity.

55. As a proximate result of Defendants' widespread, unauthorized, and commercial use of Plaintiff's name, image, likeness and celebrity identity, Plaintiff has suffered damage. Plaintiff is therefore entitled to recover damages from Defendants including, but not limited to, the devaluation of Plaintiff's image in the marketplace, a disgorgement of all of Defendants' profits made from such unauthorized use, as well as other damages and equitable relief. The value of said damage will be proven at trial, but in no event less than \$100,000.

56. As a proximate result of Defendants' widespread, unauthorized, and commercial use of Plaintiff's name, image, likeness, and celebrity identity, Plaintiff is further entitled to recover from Defendants her attorneys' fees and costs.

57. As a proximate result of the widespread, unauthorized, and commercial use of Plaintiff's name, image, likeness and celebrity identity, Plaintiff is further entitled to punitive damages. At the times Defendants made commercial use of Plaintiff's name, image, likeness and celebrity identity, Defendants knew that Plaintiff owned the photograph used and that Plaintiff had

1 not consented to their use of the photograph or the use of Plaintiff's name, image, likeness and  
2 celebrity identity depicted therein. Despite that knowledge, Defendants intentionally  
3 misappropriated Plaintiff's name, image, likeness and celebrity identity for their own financial gain  
4 in conscious disregard of Plaintiff's rights and of the damages that Plaintiff would suffer as a result  
5 of the misappropriation. Defendants' actions in this regard were intentional, malicious and  
6 oppressive and, therefore, Plaintiff is entitled to punitive damages under California Civil Code  
7 Section 3294.

8 58. As a proximate result of Defendants' widespread, unauthorized, and commercial use  
9 of Plaintiff's name, image, likeness and celebrity identity, Plaintiff is further entitled to injunctive  
10 relief. If Defendants are not restrained and prevented from continuing to make unauthorized use of  
11 Plaintiff's name, image, likeness, and celebrity identity to promote their respective business  
12 interests, Plaintiff will continue to suffer irreparable damage to her professional reputation and  
13 livelihood.

14 59. Defendants' use of Plaintiff's name, image, likeness, and celebrity identity conveys  
15 the false message to consumers and the marketplace that Plaintiff is associated with and/or  
16 endorses Defendants and their products.

17 60. Defendants' actions (individually and collectively) have caused and will continue to  
18 cause Plaintiff irreparable injury for which monetary damages cannot fully compensate. Plaintiff is  
19 therefore entitled to immediate injunctive relief.

20 **FOURTH CAUSE OF ACTION**

21 **(Unjust Enrichment Against All Defendants)**

22 61. Plaintiff incorporates by reference each and every paragraph of this Complaint as  
23 though fully set forth herein.

24 62. Defendants' (both individually and collectively) misappropriated and used  
25 Plaintiff's name, image, likeness, and celebrity identity without permission for the commercial  
26 purpose of promoting, marketing, advertising, and selling their products and/or services.

27 63. Plaintiff regularly receives payment for the commercial use of her name, image, likeness,  
28 and celebrity identity.



**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays judgment against Defendants, and each of them, as follows:

1. For a judicial declaration that the exclusive rights of ownership and authorship in the Photograph and other related artwork, including the federal copyrights related thereto and all rights and privileges associated therewith, are solely owned by Plaintiff Farrah Fawcett;
2. For a judicial declaration that Defendants have no legal rights of ownership or any other interest to the copyrights in the Photographs and other related artwork;
3. For entry of an injunction prohibiting Defendants and those in active concert or participation with Defendants from temporarily, preliminarily, and permanently (1) making any commercial use of the Photograph and other related artwork without Plaintiff's authorization and (2) claiming any rights of ownership to the copyrights in the Photograph and other related artwork;
4. For a judicial determination finding against all Defendants, jointly and severally, in Plaintiff's favor on all causes of action;
5. For an award in Plaintiff's favor of general and special damages, in an amount to be proven at trial, but in no event less than \$100,000;
6. For entry of an injunction prohibiting Defendants and those in active concert or participation with them from temporarily, preliminarily, and permanently making any commercial use of Plaintiff's name, image, likeness, and/or celebrity identity;
7. For an award of punitive damages against each of the respective Defendants;
8. For attorneys' fees and costs incurred herein;
9. For such other further relief as this Court may deem just and proper.

Dated: February 13, 2009

LAW OFFICE OF MICHAEL ERLINGER JR.

By: 

Michael Erlinger Jr.  
Attorney for Plaintiff  
FARRAH FAWCETT