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 CLERK OF DISTRICT COURT  
 CENTRAL DISTRICT OF CALIF.  
 LOS ANGELES  
 BY: [Signature]

7 Attorneys for ACADEMY OF MOTION  
 8 PICTURE ARTS AND SCIENCES

9 UNITED STATES DISTRICT COURT  
 10 CENTRAL DISTRICT OF CALIFORNIA  
 11 WESTERN DIVISION

12 ACADEMY OF MOTION PICTURE  
 13 ARTS AND SCIENCES, a California  
 14 non-profit corporation,

14 Plaintiff,

15 vs.

16 CHRISTOPHER M. MCMURRY,  
 17 individually and doing business as  
 18 MCMURRY, INC., an Arizona  
 19 corporation; PRESTON V.  
 20 MCMURRY, JR., individually and  
 21 doing business as MCMURRY, INC.,  
 22 an Arizona corporation; MCMURRY,  
 23 INC., an Arizona corporation; and  
 24 EXPERIENCE 6, an Arizona business  
 25 entity of unknown form and substance.

21 Defendants.

12 CASE NO. **CV09-00573 ESF** [Handwritten initials]

COMPLAINT FOR:

- (1) INJUNCTIVE RELIEF;
- (2) INDUCING BREACH OF CONTRACT;
- (3) UNFAIR COMPETITION; AND
- (4) UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

25 Plaintiff Academy of Motion Picture Arts and Sciences, for its  
 26 Complaint, alleges as follows:

1/3  
20

1 Nature of the Action

2 1. Defendants are brazenly trafficking in tickets to the upcoming  
3 81st Annual Academy Awards® ceremony, to be held at the Kodak Theatre in  
4 Hollywood on February 22, 2009. Defendants are attempting to sell, or have sold,  
5 four \$175,000 packages that consist of little more than a hotel stay and a promised  
6 ticket to the Academy Awards®. Security experts have advised the Academy that it  
7 must not offer tickets to members of the public and must know the identities of the  
8 event's attendees. Recognizing this, defendants are purporting to conduct their own  
9 security review to screen out celebrity stalkers and terrorists. Defendants are also  
10 seeking to profit from the Academy's success in preventing the unlawful transfer of  
11 its Academy Awards® tickets. Because the Academy has vigorously enforced  
12 stringent measures to prevent ticket transfers and because virtually all invitees honor  
13 contractual agreements they are required to enter into with the Academy not to  
14 transfer their tickets, defendants are able to charge otherwise unimaginable prices  
15 for their illicit tickets. In offering such black market tickets, defendants are  
16 misleading the public and the ticket buyers into thinking that purchasers will be  
17 welcomed as guests, rather than as trespassers, when they arrive for the ceremony.  
18 Defendants can have obtained tickets to the ceremony only by inducing Academy  
19 invitees to part with theirs for large sums of money. Because defendants' actions  
20 potentially jeopardize security for the ceremony and will cause harm and  
21 embarrassment to any ticket purchaser who is denied entry, the Academy seeks to  
22 restrain defendants' unlawful conduct.

23 2. The Academy of Motion Picture Arts and Sciences therefore  
24 seeks injunctive relief to restrain defendants' inducement of Academy invitees to  
25 breach their ticket non-transferability contracts and inducement of third parties to  
26 trespass at the 81st annual Academy Awards® ceremony on February 22, 2009, in  
27 Hollywood, California. The Academy also seeks to recover the monetary benefit  
28 unjustly gained by defendants at the Academy's expense.

1 Parties

2 3. Plaintiff Academy of Motion Picture Arts and Sciences (the  
3 "Academy") is a California nonprofit corporation having its headquarters and center  
4 of business activities in Los Angeles County, California.

5 4. Defendant McMurry, Inc. is, on information and belief, an  
6 Arizona corporation having its headquarters and center of business activities in  
7 Phoenix, Arizona, but which transacts business nationwide, including in the State of  
8 California and this judicial district.

9 5. Defendant Christopher M. McMurry is, on information and  
10 belief, a resident of Maricopa County, Arizona and is the President, CEO and  
11 Treasurer of McMurry, Inc.

12 6. Defendant Preston V. McMurry, Jr., is, on information and  
13 belief, a resident of Maricopa County, Arizona and is the founder and Chairman of  
14 McMurry, Inc.

15 7. Defendant Experience6 is an Arizona business entity of unknown  
16 form and substance engaged in active participation in the tortious conduct alleged  
17 herein having its principal place of business and center of business activities in  
18 Arizona.

19 8. At all times mentioned herein, on information and belief,  
20 McMurry, Inc. has been and is a mere shell, instrumentality and conduit through  
21 which Christopher M. McMurry and Preston V. McMurry, Jr. have been and are  
22 conducting the sale or transfer of Academy Awards® ceremony tickets. Christopher  
23 M. McMurry and Preston V. McMurry, Jr. have been and are directly managing,  
24 controlling and dominating the operations of McMurry, Inc. A unity of interest  
25 existed and does exist between McMurry, Inc., on the one hand, and Christopher M.  
26 McMurry and Preston V. McMurry, Jr., on the other. Under the circumstances,  
27 adherence to the separate legal existence of McMurry, Inc. would promote injustice.  
28

1 To avoid an inequitable result, McMurry, Inc. should be regarded as the alter ego of  
2 Christopher M. McMurry and Preston V. McMurry, Jr.

3 9. At all times mentioned herein, on information and belief,  
4 defendants Christopher M. McMurry, Preston V. McMurry, Jr. and McMurry, Inc.  
5 have assisted and/or acted in concert with one another in connection with the acts of  
6 which the Academy complains.

7 10. At all times mentioned herein, on information and belief,  
8 Experience6 has been and is a mere shell, instrumentality and conduit through  
9 which Christopher M. McMurry and Preston V. McMurry, Jr. have been and are  
10 conducting the sale or transfer of Academy Awards® ceremony tickets. Christopher  
11 M. McMurry and Preston V. McMurry, Jr. have been and are directly managing,  
12 controlling and dominating the operations of Experience6. A unity of interest  
13 existed and does exist between Experience6, on the one hand, and Christopher M.  
14 McMurry and Preston V. McMurry, Jr., on the other. Under the circumstances,  
15 adherence to the separate legal existence of Experience6 would promote injustice.  
16 To avoid an inequitable result, McMurry, Inc. should be regarded as the alter ego of  
17 Christopher M. McMurry and Preston V. McMurry, Jr.

18 11. At all times mentioned herein, on information and belief,  
19 defendants Christopher M. McMurry, Preston V. McMurry, Jr. and Experience6  
20 have assisted and/or acted in concert with one another in connection with the acts of  
21 which the Academy complains.

22  
23 Jurisdiction and Venue

24 12. This court has diversity jurisdiction pursuant to 28 U.S.C.  
25 § 1332(a)(1) in that the amount in controversy in this action exceeds \$75,000,  
26 exclusive of interest and costs, and because there is complete diversity in that the  
27 Academy does not reside in any state where a defendant resides.

28



1 I understand and agree that Academy Awards tickets are not  
2 transferable. Any transferred tickets will be revoked and their  
bearers deemed trespassers at the ceremony.

3 (A true and correct copy of an exemplar of an Academy Awards® ticket receipt is  
4 attached as Exhibit B and incorporated herein by reference).

5 17. Printed on the ticket envelope containing the Academy Awards®  
6 tickets is a notice that states:

7 Invited guests are reminded that the Academy Awards® presentation is  
8 a private, invitation-only function. Tickets are not transferable.

9 By accepting tickets to the Awards presentation you are agreeing that  
you will not in turn sell them or give them away.

10 Any transferred tickets will be revoked and their bearers deemed  
11 trespassers at the ceremony.

12 (A true and correct copy of an exemplar of an Academy Awards® ticket envelope is  
13 attached as Exhibit C and incorporated herein by reference).

14 18. A packet of information accompanies the ticket envelope and  
15 parking passes, and contains a card stating:

16 If at any time between your receipt of these tickets and the time of the  
17 show, you find you are unable to use them for any reason, **do not**  
18 **violate your agreement** not to transfer the tickets. The Academy may  
be able to distribute them to another member. In any event, you will be  
reimbursed in full for your unused tickets.

19 (A true and correct copy of an excerpt from an exemplar of an Academy Awards®  
20 ticket packet insert is attached as Exhibit D and incorporated herein by reference).

21 19. Finally, each Academy Awards® ceremony ticket has the  
22 following legend imprinted on it:

23 THIS TICKET IS NOT TRANSFERABLE AND MAY NOT BE  
24 USED FOR PROMOTIONAL, ADVERTISING OR OTHER TRADE  
25 PURPOSES. Any ticket sold or otherwise transferred to a third party  
will be deemed revoked. Any person in attendance who is not an  
invited guest or accompanying an invited guest may be subject to  
ejection, or civil and/or criminal prosecution.

26 (A true and correct copy of an exemplar of the back of an Academy Awards®  
27 ceremony ticket is attached as Exhibit E and incorporated herein by reference).  
28

1           20. Tickets for each Academy Awards® ceremony are distributed at  
2 the last minute. Most Academy Awards® invitees receive their tickets just one or  
3 two days before the show. The Academy distributes tickets at the last minute for  
4 security reasons, both to prevent the manufacture of counterfeit tickets and to  
5 prevent the transfer of tickets.

6           21. In breach of their agreements not to transfer such tickets, invitees  
7 of the Academy occasionally are induced to sell their Academy Awards® tickets  
8 when ticket brokers or event planners offer them payments of tens of thousands of  
9 dollars in excess of the face value of the tickets. The ticket brokers and event  
10 planners then resell or transfer the tickets to others, thereby inducing others to  
11 trespass at the annual Academy Awards® ceremonies.

12           22. As a result of such inducements, the Academy annually writes to  
13 hotels, asking that they advise their concierges that Academy Awards® tickets may  
14 not be transferred; publications, asking that they not carry advertisements offering or  
15 seeking Academy Awards® tickets; and commercial ticket brokers, asking that they  
16 not broker Academy Awards® tickets and placing them on polite notice that all  
17 invitees to the Academy Awards® ceremony receive tickets that are expressly  
18 nontransferable. The letter recipients are also placed on notice of the legal measures  
19 the Academy has undertaken to enforce the nontransferability restriction and  
20 advised that the Academy enforces its legal rights against anyone found trafficking  
21 in Academy Awards® tickets.

22           23. Defendants have engaged, and on information and belief will  
23 continue to engage, in the unauthorized sale of Academy Awards® tickets.  
24 Defendants, through their website and through their magazine "6", are advertising a  
25 custom journey that includes a seven-day stay in Los Angeles with accommodations  
26 at a luxury hotel, potential sight-seeing trips, and tickets to the upcoming Academy  
27 Awards® ceremony. True and correct copies of the various screens on defendants'  
28 website, Experience6.com, are attached as Exhibit F and incorporated herein by

1 reference. Defendants' print advertisement, entitled "Go to the Oscars," also reflects  
2 defendants' shameless attempt to profit from their unlawful conduct. A true and  
3 correct copy of the print advertisement for the "Oscar" package offered by the  
4 defendants is attached as Exhibit G and incorporated herein by reference.

5           24. The price of each package, which as publicly advertised includes  
6 one ticket to the Academy Awards®, luxury hotel accommodations for seven days,  
7 and a film crew who will allegedly follow the ticket purchasers to and into the  
8 ceremony, is \$175,000. Even accounting for the cost of luxury accommodations  
9 and other possible activities included with the offer, each ticket to the ceremony is  
10 priced in excess of \$150,000.

11           25. When potential customers contact defendants at the number  
12 listed on the Experience6 website, their agent, who identifies himself as Allen  
13 Thompson, describes the details of the package. He characterizes the tickets as  
14 being for "good seats." Knowing of the Academy's security reasons, he also  
15 purports to conduct background security checks on prospective ticket purchasers.  
16 He explains that he conducts a security screening of prospective buyers to exclude  
17 terrorists and celebrity stalkers.

18           26. Defendants are engaged in egregious conduct that is nothing  
19 more than a cynical attempt to trade on and profit from the Academy's security  
20 precautions. For security reasons, the Academy no longer offers Academy  
21 Awards® tickets to the general public. Just as airlines need to know who is inside  
22 each airplane during flight, the need for meaningful security requires that the  
23 Academy know who is inside the Kodak Theatre during its awards presentation. It  
24 is only because the Academy has diligently enforced the non-transferability of its  
25 tickets at great expense that defendants are able to demand extraordinarily high  
26 prices for them. Defendants are cynically seeking to profit from security measures  
27 put in place to protect Academy Awards® attendees through deplorable and  
28 unlawful means.

1           27. Defendants, on information and belief, are clearly aware of the  
2 non-transferability provision of the Academy Awards® tickets, yet nonetheless  
3 purport to have tickets available for any buyer(s) willing to pay astounding sums of  
4 money. Because no one is allowed into the ceremony without a valid government-  
5 issued I.D. matching the authorized attendee name on the ticket, purchasers of  
6 defendants' tickets would not be allowed to enter the ceremony unless, at a  
7 minimum, defendants also provided the purchasers with forged identification  
8 documents. Defendants' actions are thus a flagrant attempt to defraud purchasers or  
9 require a flagrant forgery.

10           28. Defendants' conduct, as alleged in paragraphs 1 through 27,  
11 above, causes a series of harms to the Academy and public, some of which are  
12 detailed immediately below.

13           29. First, defendants' conduct increases the security challenges faced  
14 by the Academy. The Academy already expends substantially in excess of  
15 \$1,000,000 annually to provide security for its awards ceremony. By attempting to  
16 sell non-transferable tickets to persons unknown to the Academy, defendants are  
17 effectively asking the Academy's invitees to rely on their "security checks,"  
18 whatever those checks may or may not entail, rather than on the security measures  
19 employed by the Academy with the assistance of the Department of Homeland  
20 Security.

21           30. Second, defendants' actions increase security challenges by  
22 misleading the public as to the lawfulness of buying and selling Academy Awards®  
23 tickets, thereby increasing the likelihood that unknown persons will show up at the  
24 ceremony in hopes of gaining entry.

25           31. Third, defendants' conduct induces invitees to breach their  
26 contracts with the Academy not to sell tickets due to the extraordinary sums of  
27 money they offer for such tickets. The Academy's reputation is harmed each and  
28 every time such a breach occurs.



1           37. Defendants are offering tickets to the 81st Annual Academy  
2 Awards® ceremony to members of the public or have otherwise offered or  
3 attempted to act as middlemen or intermediaries with respect to such sales.

4           38. Based on the above-described conduct, the Academy has  
5 information and reason to believe that, unless restrained, defendants intend to offer,  
6 purchase, resell, and/or middle tickets to the 2009 and future Academy Awards®  
7 ceremonies.

8           39. The offer by defendants to purchase, sell, use or middle tickets to  
9 the Academy Awards® ceremony constitutes (i) a wrongful inducement of breach of  
10 the contract between the Academy's invitees and the Academy; (ii) a wrongful  
11 attempt to induce trespass; and (iii) an unfair business practice amounting to unfair  
12 competition, all of which has caused and, if not abated, will continue to cause,  
13 irreparable and incalculable harm to the Academy. It has diminished the Academy's  
14 goodwill and reputation in the community, interfered with the Academy's ability to  
15 provide adequate security for the Academy Awards® ceremonies, and diminished  
16 the glamour associated with attending Academy Awards® ceremonies, and will  
17 likely result in further attempts by persons wrongfully possessing and using tickets  
18 to gain admission to Academy Awards® ceremonies. The Academy has no  
19 adequate remedy at law.

20           40. The Academy respectfully requests that preliminary and  
21 permanent injunctions issue prohibiting defendants from buying, selling, middling,  
22 transferring or using tickets to future Academy Awards® ceremonies or advertising  
23 offers to buy, sell, transfer or middle tickets to future Academy Awards®  
24 ceremonies.

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1           49. Members of the public are likely to be deceived into believing  
2 that they will be welcome to attend the Academy Awards® ceremony if they  
3 purchase a ticket from defendants.

4           50. The Academy has been and will be damaged as a result of such  
5 unjustified and wrongful conduct. Such damages include interference with the  
6 Academy's efforts to protect against potential security breaches, and harm to the  
7 Academy's goodwill and reputation. Such damages are incalculable and irreparable.  
8 The Academy is, therefore, entitled to preliminary and injunctive relief and  
9 disgorgement of defendants' illicit gains.

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FOURTH CLAIM FOR RELIEF

(Unjust Enrichment)

51. The Academy hereby realleges and incorporates by reference paragraphs 1 through 34, 36 through 40, 42 through 44, and 46 through 50, above, as though fully set forth at length.

52. Defendants, through their sale or transfer of the tickets to the 81st Annual Academy Awards® ceremony, have likely received or will receive monetary benefits in an amount to be proved at trial.

53. If defendants did in fact receive monetary benefits, defendants have unjustly retained their ill-gotten gains and are therefore unjustly enriched by the monetary benefits received at the Academy's expense.

54. If the defendants received and unjustly retained such monetary benefits from the unauthorized sale or transfer of Academy Awards® tickets, by which they were unjustly enriched at the Academy's expense, the Academy is entitled to have a constructive trust imposed upon such benefits for the Academy's benefit.





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- 5. For its attorneys' fees and costs of suit incurred herein; and
- 6. For such other and further relief as the Court may deem just and proper.

DATED: January 26, 2009

QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP

By   
 David W. Quinto  
 Attorneys for ACADEMY OF MOTION  
 PICTURE ARTS AND SCIENCES

DEMAND FOR JURY TRIAL

Plaintiff ACADEMY OF MOTION PICTURE ARTS AND SCIENCES hereby demands trial by jury pursuant to Fed. R. Civ.P. 38(b) and Civil L.R. 38-1.

DATED: January 26, 2009

QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP

By   
 David W. Quinto  
 Attorneys for ACADEMY OF MOTION  
 PICTURE ARTS AND SCIENCES