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7

8 **UNITED STATES DISTRICT COURT**  
9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10 Eric Hanscom,  
11  
12 Plaintiff,  
13 v.  
14 Federal Aviation Administration,  
15  
16 Defendant.  
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Case No.: '23CV1550 JO MSB

**COMPLAINT FOR:**

- (1) TRADEMARK INFRINGEMENT 15 U.S.C. § 1114;**
- (2) FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION UNDER THE LANHAM ACT 15 U.S.C. § 1125(A); AND**
- (3) INJUNCTIVE RELIEF UNDER THE LANHAM ACT 15 U.S.C. § 1116**

**(DEMAND FOR JURY TRIAL)**

22 Plaintiff Eric Hanscom (“Plaintiff”) hereby alleges as follows:

23 **JURISDICTION AND VENUE**

24 1. This is a Complaint for (i) Trademark Infringement 15 U.S.C. § 1114; (ii)  
25 False Designation of Origin and Unfair Competition under the Lanham Act 15 U.S.C.  
26 § 1125(A); and (iii) Injunctive Relief under the Lanham Act 15 U.S.C. § 1116.

27 2. This Court has subject matter jurisdiction over this action pursuant to 15  
28 U.S.C. § 1121(a), and 28 U.S.C. §§ 1331, 1332, 1338(a) and (b).



1 its “DRONE ZONE” brand of products and services (“Trademarks”). A list of  
 2 Plaintiff’s relevant Trademarks are as follows and a copy of each registration is  
 3 attached hereto as Exhibit A.

United States Trademark Registration Number	Mark	Registration Date	First Use In Commerce
4729250	DRONE ZONE	April 28, 2015	August 1, 2014
4819640	DRONE ZONE	September 22, 2015	August 5, 2015
4821380		September 29, 2015	August 1, 2014
4870770	DRONE ZONE	December 15, 2015	May 17, 2015
4870180	DRONE ZONE	December 15, 2015	April 23, 2015
4870659	DRONE ZONE	December 15, 2015	May 11, 2015
4870178	DRONE ZONE	December 15, 2015	April 23, 2015
4970356	DRONE ZONE	May 31, 2016	February 27, 2016
7016319		April 4, 2023	February 11, 2023

22 10. Since 2014, Plaintiff has continuously utilized these Trademarks in  
 23 relation to his speaking engagements, aerial photography and videography, piloting,  
 24 unmanned aerial vehicles, sky law as it applies to unmanned aerial vehicles, webinars,  
 25 conducted clinics, and taught a number of courses on flying, including a course for the  
 26 FAA.

27 11. Plaintiff has also continuously utilized these Trademarks in relation to

1 commercial sale of t-shirts, signs, tie clips, interactive aircraft, and other merchandise  
2 on his website.

3 12. In February 2014, Plaintiff created his Drone Zone Facebook page at  
4 <https://www.facebook.com/dronezoneclub>. Plaintiff displays his Trademarks,  
5 photography and videography, along with unmanned aerial vehicle news and articles  
6 on his Facebook page. Plaintiff currently has 4,400 followers and likes.

7 13. Since June 2014, Plaintiff has registered and maintained the website at  
8 <https://dronezone.club> (hereinafter the “Website”). Plaintiff conducts Plaintiff’s  
9 business through the Website. The Website clearly displays Plaintiff’s Trademarks.

10 14. In June 2014, Plaintiff registered for YouTube under the name  
11 @dronelaw. See [https://www.youtube.com/channel/UC80eH7uhIVOXPbZ6zd8-](https://www.youtube.com/channel/UC80eH7uhIVOXPbZ6zd8-kXA)  
12 kXA. Plaintiff clearly displays Plaintiff’s Trademarks on his YouTube channel.  
13 Plaintiff currently has over 3,000 subscribers, 519 videos, and 863,639 views.

14 15. In August 2014, Plaintiff registered for Twitter. See  
15 <https://twitter.com/dronezoneclub?s=11&t=cfBjKNjO2SqNKs52gpEUNg>.  
16 Plaintiff’s Twitter page promotes his sky law and aerial photography using his  
17 Trademarks.

18 16. Throughout the United States, Plaintiff has promoted himself under his  
19 Trademarks as a provider of premium quality products and services related to  
20 unmanned aerial vehicles. These promotions were made through speaking  
21 engagements, trade shows, advertising, and marketing.

22 17. The consuming public associates the Trademarks and all similar marks  
23 with Plaintiff and his products and services.

24 18. Plaintiff’s continued and uninterrupted use of its brand and Trademarks  
25 has caused Plaintiff’s brand and Trademarks to be associated with his high quality  
26 products and services. Further, Plaintiff’s continued use of his brand and Trademarks  
27 in conjunction with his goods and services has created a high business reputation and

1 established considerable goodwill in the industry for providing high quality products  
2 and service.

3 19. Plaintiff has spent a significant amount of time, effort, and resources in  
4 developing his DRONE ZONE and related Trademarks.

5 **DEFENDANT’S INFRINGEMENT AND UNLAWFUL USE OF**  
6 **PLAINTIFF’S BRAND AND TRADEMARKS**

7 20. Plaintiff is informed and believes, and on that basis alleges, that  
8 Defendant is engaged in the registering unmanned aerial vehicles and educating the  
9 public regarding same.

10 21. Plaintiff is informed and believes, and on that basis alleges, that  
11 Defendant operates the website (<https://faadronezone-access.faa.gov>) advertising its  
12 services to customers nationwide. A copy of Defendant’s website is attached hereto  
13 as Exhibit B.

14 22. Defendant’s FAADRONEZONE Website offers education, laws, and  
15 registration of unmanned aerial vehicles.

16 23. Plaintiff is informed and believes, and on that basis alleges, that  
17 Defendant operates the Facebook group (FAA DroneZone/LAANC Discussions  
18 Group) and page (<https://www.facebook.com/FAADroneZone?mibextid=LQQJ4d>)  
19 advertising its services to customers nationwide. A copy of Defendant’s Facebook  
20 page is attached hereto as Exhibit C.

21 24. Plaintiff is informed and believes, and on that basis alleges, that  
22 Defendant operates the Twitter page  
23 (<https://twitter.com/faadronezone?s=11&t=cfBjKNjO2SqNKs52gpEUNg>) that  
24 promotes its services nationwide. A copy of Defendant’s Twitter page is attached  
25 hereto as Exhibit D.

26 25. In all of the above mentioned websites and social media, Defendant uses  
27 the words FAADroneZone and/or FAA DroneZone.



1 4870180, 4870659, 4870178, and 4970356.

2 36. Plaintiff has used the DRONE ZONE trademark in commerce  
3 continuously and exclusively since at least as early as 2014.

4 37. Plaintiff never abandoned or discontinued his use of DRONE ZONE in  
5 connection with his goods and services.

6 38. Plaintiff has priority over Defendant, who began use of  
7 FAADRONEZONE at least four years after Plaintiff began using DRONE ZONE.

8 39. The actions of Defendant described herein constitute infringement of the  
9 Plaintiff's Trademarks in violation of 15 U.S.C. § 1114.

10 40. Defendant has used in commerce, without the permission or consent of  
11 Plaintiff, the term "FAADRONEZONE" and/or FAA DroneZone which is nearly  
12 identical to Plaintiff's Trademarks.

13 41. Plaintiff is informed and believes, and on that basis alleges, that  
14 Defendant had actual knowledge of Plaintiff's ownership and use in commerce of  
15 Plaintiff's Trademarks and, without the permission or consent of Plaintiff, has  
16 willfully and intentionally violated 15 U.S.C. § 1114.

17 42. Both Parties use the mark DRONE ZONE in connection with services,  
18 including flight instruction. In fact, Plaintiff previously provided this service for  
19 Defendant.

20 43. Defendant offers its services under Plaintiff's Trademarks in the same  
21 channels of trade as Plaintiff offers his goods and services.

22 44. Defendant's use of Plaintiff's Trademarks is likely to cause confusion,  
23 mistake or deception as to the affiliation, connection or association of Plaintiff with  
24 Defendants in violation of 15 U.S.C § 1114.

25 45. As a direct and proximate result of Defendant's unauthorized use of the  
26 Plaintiff's Trademarks, Defendant's actions have caused and will continue to cause  
27 irreparable harm to Plaintiff and to the public, who is confused by Defendant's

1 unauthorized use of the Plaintiff’s Trademarks, and unless restrained and enjoined by  
2 this Court Defendant will continue to harm Plaintiff. Plaintiff has no adequate remedy  
3 at law to prevent Defendant from continuing its infringing actions and from injuring  
4 Plaintiff.

5 46. Plaintiff is also entitled to all other remedies available under the law,  
6 including, but not limited to, compensatory damages; disgorgement of profits; and  
7 costs and attorneys’ fees.

8 47. The damages sustained by Plaintiff as a result of the conduct alleged  
9 herein should be trebled in accordance with 15 U.S.C. § 1117(b).

10 **SECOND CLAIM FOR RELIEF**

11 **(Unfair Competition Under Lanham Act: 15 U.S.C. § 1125(a))**

12 48. Plaintiff hereby repeats, realleges and incorporates by reference  
13 Paragraphs 1 through 47 of this Complaint as if fully set forth herein.

14 49. Plaintiff has provided high quality products and services to consumers,  
15 including but not limited to, speaking engagements, aerial photography and  
16 videography, piloting, unmanned aerial vehicles, sky law as it applies to unmanned  
17 aerial vehicles, webinars, conducted clinics, and taught a number of courses on flying  
18 under his DRONE ZONE brand since 2014.

19 50. Defendant offers its services under FAADRONEZONE in the same  
20 channels of trade as Plaintiff offers his goods and services.

21 51. Defendant’s FAADRONEZONE is nearly identical to Plaintiff’s  
22 Trademarks.

23 52. Defendant and Plaintiff both offer services related to unmanned aerial  
24 vehicles, including but not limited to information on drones and flight instruction.

25 53. Furthermore, Defendant’s use of Plaintiff’s Trademarks dilutes Plaintiff’s  
26 brand which is used in connection with additional products and services, including but  
27 not limited to photography and videography.



1 advertising and websites. Plaintiff is further informed and believes, and based thereon  
2 alleges, that Defendant copied Plaintiff's Trademarks for the specific purposes of  
3 infringing upon and falsely designating its services with Plaintiff. Additionally,  
4 Plaintiff believes that Defendant is representing that it is associated with, sponsored  
5 by, approved by and/or condoned by Plaintiff.

6 61. Unless enjoined by this Court, Defendant will continue its course of  
7 conduct, wrongfully advertising, using, infringing upon, and otherwise profiting from  
8 Plaintiff's Trademarks. As a direct and proximate result of the acts of Defendant,  
9 Plaintiff will suffer irreparable damage and will sustain lost profits. Plaintiff will lose  
10 the benefit of the advertising and goodwill for which Plaintiff has expended large sums  
11 of money, time and effort promoting during the past nine years, and Plaintiff will also  
12 lose large sums of money in diverted business.

13 62. Plaintiff has no adequate remedy at law to address all of the injuries  
14 Defendant has caused, and intends to cause, by its conduct. Plaintiff will suffer  
15 irreparable damage and sustain loss of profits until Defendant's actions alleged herein  
16 are enjoined by this Court.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff prays for relief as follows:

- 19 1. That Defendant be adjudged to have infringed Plaintiff's Trademarks in  
20 violation of federal law;
- 21 2. An order instructing Defendant to abandon its FAADRONEZONE  
22 website (<https://faadronezone-access.faa.gov>) and social media accounts  
23 (<https://twitter.com/faadronezone?s=11&t=cfBjKNjO2SqNKs52gpEUNg> and  
24 <https://www.facebook.com/FAADroneZone?mibextid=LQQJ4d>);
- 25 3. That Defendant be adjudged to have willfully infringed Plaintiff's  
26 Trademarks in violation of federal law;
- 27 4. For actual damages according to proof at trial;

1           5.     For damages for lost profits and goodwill in a sum according to proof at  
2 trial pursuant to 15 U.S.C. § 1125;

3           6.     For treble damages for willful infringement pursuant to 15 U.S.C. §  
4 1117(b);

5           7.     For disgorgement of Defendants’ profits;

6           8.     For injunctive relief;

7           9.     For attorney’s fees for wrongful, willful and deliberate action under 17  
8 U.S.C. § 1051, *et seq.*;

9           10.    For costs of suit incurred herein; and

10          11.    That Defendants, their agents, servants, officers, directors, employees,  
11 representatives and each of them, be enjoined during the pendency of this action and  
12 permanently thereafter from using the Plaintiff’s Trademarks or any confusingly  
13 similar mark in any manner, and from the following activities:

14               (a)    Soliciting and/or providing services bearing Plaintiff’s  
15 Trademarks; and

16               (b)    Publishing or distributing advertisements or articles using  
17 Plaintiff’s Trademarks.

18          12.    For such other and further relief as the Court deems just and proper.

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DATED: August 23, 2023

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