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DANIEL FARR, and BRYAN BRANDENBURG  
14

15 **UNITED STATES DISTRICT COURT**  
16 **SOUTHERN DISTRICT OF CALIFORNIA**

17 SAN DIEGO COMIC CONVENTION,  
18 a California nonprofit corporation,

19 Plaintiff,

20 v.

21 DAN FARR PRODUCTIONS, a Utah  
22 limited liability company;  
23 NEWSPAPER AGENCY COMPANY,  
24 a Utah limited liability company;  
25 DANIEL FARR, an individual; and  
26 BRYAN BRANDENBURG, an  
individual,

27 Defendants.  
28

Case No. 14-cv-1865-AJB-JMA

**DEFENDANTS AND  
COUNTERCLAIMANTS DAN  
FARR PRODUCTIONS, DAN  
FARR, AND BRYAN  
BRANDENBURG'S ANSWER AND  
COUNTERCLAIMS**

HON. ANTHONY J. BATTAGLIA  
UNITED STATES DISTRICT JUDGE  
COURTROOM 3B

1 DAN FARR PRODUCTIONS, a Utah  
2 limited liability company; DANIEL  
3 FARR, an individual; and BRYAN  
4 BRANDENBURG, an individual,

5  
6 Counterclaimants,

7 v.

8 SAN DIEGO COMIC CONVENTION,  
9 a California nonprofit corporation,

10 Counterdefendant.

11 Defendants and Counterclaimants Dan Farr Productions, Daniel Farr, and Bryan  
12 Brandenburg (“Defendants”) by and through counsel of record, hereby answer Plaintiff  
13 San Diego Comic Convention’s (“SDCC”) Complaint as follows:

14 **THE PARTIES, JURISDICTION AND VENUE**

15 1. Defendants are presently without information sufficient to definitively  
16 confirm the truth of the allegations of paragraph 1 of the Complaint, and on that basis  
17 deny the allegations.

18 2. Defendants admit that defendant Dan Farr Productions, LLC is a limited  
19 liability company organized and existing under the laws of the State of Utah, and has its  
20 principal place of business in Salt Lake City, Utah.

21 3. Defendants are presently without information sufficient to definitively  
22 confirm the truth of the allegations of paragraph 3 of the Complaint, and on that basis  
23 deny the allegations.

24 4. Defendants admit that Daniel Farr is a co-founder of the Salt Lake Comic  
25 Con convention and that he resides in Utah.

26 5. Defendants admit that Bryan Brandenburg is a co-founder of the Salt Lake  
27 Comic Con convention and that he resides in Utah.



1           12. Defendants are presently without information sufficient to definitively  
2 confirm the truth of the allegations of paragraph 12 of the Complaint, and on that basis  
3 deny the allegations.

4           13. Defendants are presently without information sufficient to definitively  
5 confirm the truth of the allegations of paragraph 13 of the Complaint, and on that basis  
6 deny the allegations.

7           14. Defendants are presently without information sufficient to definitively  
8 confirm the truth of the allegations of paragraph 14 of the Complaint, and on that basis  
9 deny the allegations.

10          15. Defendants are presently without information sufficient to definitively  
11 confirm the truth of the allegations of paragraph 15 of the Complaint, and on that basis  
12 deny the allegations.

13          16. Defendants deny the allegations of paragraph 16 of the Complaint.

14          17. Defendants admit that defendant Daniel Farr stated one purpose of Salt Lake  
15 Comic Con is to “bring[] comics, fan art, sci-fi, anime, fantasy, film and TV and their  
16 associated comic creator, artist, actor, performer and author celebrities to meet and  
17 interact with their fans” and that this statement appeared on the website  
18 [www.saltlakecitycomiccon.com](http://www.saltlakecitycomiccon.com) (“Salt Lake Comic Con website”). Defendants deny the  
19 remaining allegations of paragraph 17 of the Complaint.

20          18. Defendants deny the allegations of paragraph 18 of the Complaint.

21          19. Defendants admit that they advertise, market, and sell merchandise,  
22 including t-shirts, sweatshirts, hats, blankets, bags, mugs, phone cases, flags, and key  
23 chains via the Salt Lake Comic Con website. Defendants are presently without  
24 information sufficient to definitively confirm the truth of the allegations of paragraph 19  
25 of the Complaint concerning the sale of “much more,” and on that basis deny those  
26 allegations. Defendants state that the webpage printouts attached as Exhibit B to the  
27 Complaint appear to be true and correct printouts from the Salt Lake Comic Con website.  
28 Defendants deny the remaining allegations of paragraph 19 of the Complaint.

1           20. Defendants admit that an Audi R8 containing advertisements for the Salt  
2 Lake Comic Con convention was driven around the locale of the San Diego Comic Con  
3 convention during said convention and that the words “Comic Con” appeared on the front  
4 of said car where the license plate is normally found. Defendants state that Exhibit C  
5 appears to be true and correct pictures of the Audi R8 referenced in paragraph 20 parked  
6 in front of the Hyatt Hotel. Defendants deny the remaining allegations of paragraph 20 of  
7 the Complaint.

8           21. Defendants admit that one use of the Audi R8 was to advertise the upcoming  
9 Salt Lake Comic Con convention held on September 4-6, 2014 and that the vehicle was  
10 driven to a hotel near the San Diego Comic Con. Defendants are presently without  
11 information sufficient to definitively confirm the truth of the remaining allegations of  
12 paragraph 21 of the Complaint, and on that basis deny those allegations.

13           22. Defendants deny the allegations of paragraph 22 of the Complaint.

14           23. Defendants admit that they use Salt Lake Comic Con to promote their  
15 convention. Defendants deny the remaining allegations of paragraph 23 of the  
16 Complaint.

17           24. Defendants deny the allegations of paragraph 24 of the Complaint.

18           25. Defendants deny the allegations of paragraph 25 of the Complaint.

19           26. The link found in paragraph 26 of the Complaint to an article allegedly  
20 published in April of 2014 redirects to the general landing page of  
21 <http://www.foliomag.com/> and not the article referred to in paragraph 26 of the  
22 Complaint. As such, Defendants are presently without information sufficient to  
23 definitively confirm the truth of the allegations of paragraph 26 of the Complaint  
24 concerning the article, and on that basis deny those allegations. Defendants deny the  
25 remaining allegations of paragraph 26 of the Complaint.

26           27. Defendants deny the allegations of paragraph 27 of the Complaint.

27           28. Defendants deny the allegations of paragraph 28 of the Complaint.

28           29. Defendants deny the allegations of paragraph 29 of the Complaint.



1 **SECOND CAUSE OF ACTION**

2 **(FALSE DESIGNATION OF ORIGIN - 15 U.S.C. § 1125(a))**

3 **AGAINST ALL DEFENDANTS**

4 44. Defendants incorporate by reference all of their preceding responses to the  
5 Complaint as though fully set forth hereat.

6 45. Defendants deny the allegations of paragraph 45 of the Complaint.

7 46. Defendants deny the allegations of paragraph 46 of the Complaint.

8 47. Defendants deny the allegations of paragraph 47 of the Complaint.

9 48. Defendants deny the allegations of paragraph 48 of the Complaint.

10 **PRAYER FOR RELIEF**

11 Defendants are not required to respond to the prayer for judgment and relief in the  
12 Complaint. Nonetheless, to the extent that the paragraphs of the Complaint in that  
13 section may be deemed to allege any factual or legal entitlements to the relief requested,  
14 Defendants deny each and every such allegation, and specifically deny that SDCC is  
15 entitled to the requested, or any, relief.

16 **DEFENDANTS' ADDITIONAL AND AFFIRMATIVE DEFENSES**

17 Without admitting or acknowledging what must be alleged by way of affirmative  
18 defenses or that Defendants bear the burden of proof as to any of the defenses set forth  
19 herein, Defendants allege the following as additional or affirmative defenses to the  
20 Counterclaim and to the relief sought therein:

21 ***First Defense: Failure to State a Claim***

22 The Complaint fails to state a claim against Defendants upon which relief can be  
23 granted.

24 ***Second Defense: Abandonment***

25 SDCC's claims are barred in whole or in part because SDCC has abandoned the  
26 trademarks asserted against Defendants.

1 ***Third Defense: Permission***

2 SDCC's claims are barred in whole or in part because SDCC has acquiesced to  
3 Defendants' use of the asserted trademarks.

4 ***Fourth Defense: Unclean Hands***

5 SDCC's claims are barred in whole or in part under the doctrine of unclean hands.

6 ***Fifth Defense: Generic Mark***

7 SDCC's claims are barred in whole or in part because SDCC's asserted trademarks  
8 are generic.

9 ***Sixth Defense: Noninfringement***

10 SDCC's claims are barred in whole or in part because Defendants have not  
11 infringed the asserted trademarks.

12 ***Seventh Defense: No Damage***

13 SDCC's claims are barred in whole or in part on the ground that SDCC has not  
14 been sufficiently damaged to obtain any requested relief.

15 ***Eighth Defense: Estoppel***

16 SDCC's claims are barred in whole or in part under the doctrine of estoppel.

17 ***Ninth Defense: Failure to Estoppel***

18 If SDCC suffered any injury or damage as alleged in its claims, such injury or  
19 damage was caused, in whole or in part, by the intentional acts, omissions, recklessness,  
20 carelessness, or negligence of SDCC, and SDCC's damages, if any, against Defendants  
21 should be reduced accordingly.

22 ***Defendants' Further Additional Defenses***

23 In addition to the defenses set forth above, Defendants reserve the right to raise,  
24 assert, rely upon, or add any new or additional defenses under Rule 8(c) of the Federal  
25 Rules of Civil Procedure, the laws of the United States, the laws of any other governing  
26 jurisdictions that may exist or in the future be applicable based on discovery and further  
27 factual investigation in this Action, and reserve the right to amend any and all defenses  
28 set forth above as discovery proceeds.



1 **COUNTERCLAIMS**

2 Defendants and Counterclaimants Dan Farr, LLC (“Dan Farr Productions”), Daniel  
3 Farr (“Farr”), and Bryan Brandenburg (“Brandenburg”) (collectively  
4 “Counterclaimants”) hereby assert the following counterclaims against Plaintiff and  
5 Counterdefendant San Diego Comic Convention (“SDCC”).

6 **NATURE OF THE ACTION**

7 1. This action arises and is brought under the Declaratory Judgment Act, 28  
8 U.S.C. §§ 2201-2202 and the trademark laws of the United States, 15 U.S.C. §§ 1051, *et*  
9 *seq.*, and seeks a declaration that Counterclaimants do not infringe SDCC’s asserted  
10 trademarks under either 15 U.S.C. §§ 1114 or 1125(a). Additionally, Counterclaimants  
11 seek a declaration that the asserted trademarks be declared invalid and ordered cancelled  
12 pursuant to 15 U.S.C. § 1119.

13 **PARTIES’ JURISDICTION AND VENUE**

14 2. Dan Farr Productions is a limited liability company organized and existing  
15 under the laws of the State of Utah, and has its principal place of business in Salt Lake  
16 City, Utah.

17 3. Farr is a co-founder of the Salt Lake Comic Con convention, is the  
18 managing member of Dan Farr Productions, LLC, and resides in Utah.

19 4. Brandenburg is a co-founder of the Salt Lake Comic Con convention and  
20 resides in Utah.

21 5. On information and belief, SDCC is a nonprofit corporation organized and  
22 existing under the laws of the State of California and has its principal place of business in  
23 San Diego, California.

24 6. This Court has subject matter jurisdiction over this action pursuant to 28  
25 U.S.C. §§ 1331, 1338, 2201–02, and 15 U.S.C. § 1121.

26 7. This Court has personal jurisdiction over SDCC by virtue of SDCC’s  
27 election to file suit in this District and because SDCC, upon information and belief,  
28 resides within this District.

1 8. Venue is proper pursuant to 28 U.S.C. § 1391.

2 **GENERAL ALLEGATIONS**

3 9. SDCC's Complaint alleges that Counterclaimants infringe four of SDCC's  
4 registered U.S. Trademarks pursuant to 15 U.S.C. §§ 1114 and 1125(a).

5 10. Counterclaimants deny any alleged infringement of the asserted marks by  
6 virtue of their Answer and Counterclaims.

7 11. On information and belief, numerous third parties throughout the United  
8 States utilize the words "Comic Con" or "Comic-Con" to advertise and promote their  
9 respective comic conventions. For example, a non-exhaustive list of comic conventions  
10 (generically known as a comic con) reveals that comic cons are held in:

- 11 • Maryland – under the name "Baltimore Comic Con" (*see*  
12 [www.baltimorecomiccon.com](http://www.baltimorecomiccon.com));
- 13 • New York – under the name "New York Comic Con" (*see*  
14 [www.newyorkcomiccon.com](http://www.newyorkcomiccon.com));
- 15 • Texas – under the name "Dallas Comic Con" (*see*  
16 <http://dallascomiccon.com>);
- 17 • Colorado – under the name "Denver Comic Con" (*see*  
18 [www.denvercomiccon.com](http://www.denvercomiccon.com));
- 19 • Washington – under the name "Emerald City Comicon" (*see*  
20 [emeraldcitycomicon.com](http://emeraldcitycomicon.com));
- 21 • Michigan – under the name "Motor City Comic Con" (*see*  
22 [www.motorcitycomiccon.com](http://www.motorcitycomiccon.com));
- 23 • Arizona – under the name "Phoenix Comic Con" (*see*  
24 [www.phoenixcomicon.com](http://www.phoenixcomicon.com));
- 25 • Ohio – under the name "Ohio Comic Con" (*see*  
26 <http://www.wizardworld.com/home-ohio.html>);

- 1 • Pennsylvania – under the names “Pittsburg Comicon” (*see*  
2 [www.pittsburghcomicon.com](http://www.pittsburghcomicon.com)) and “Wildcat Comic Con” (*see*  
3 [www.wildcatcomiccon.pct.edu](http://www.wildcatcomiccon.pct.edu)); and
- 4 • Oregon – under the name “Rose City Comic Con” (*see*  
5 [www.rosecitycomiccon.com](http://www.rosecitycomiccon.com)).

6 12. On information and belief, SDCC has not contested the use of “comic con”  
7 or “comic-con” by the above identified third parties nor other third party users which  
8 produce competing comic conventions.

9 13. On information and belief, SDCC has allowed competitors and consumers to  
10 use the words “comic con” or “comic-con” as the generic name for comic conventions.

11 14. On information and belief, the media has and continues to use the words  
12 “comic con” or “comic-con” as generic terms for comic conventions.

13 15. On information and belief, the general public understands the words “comic  
14 con” or “comic-con” to refer generally to a comic convention and does not associate  
15 these words with any particular source of such conventions.

### 16 **FIRST CAUSE OF ACTION**

#### 17 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

18 16. Counterclaimants hereby reallege and incorporate paragraphs 1-15 of the  
19 Counterclaims as if set forth in full hereat.

20 17. SDCC has accused Counterclaimants of trademark infringement pursuant to  
21 15 U.S.C. §§ 1114 and 1125(a).

22 18. Counterclaimants deny SDCC’s allegations of trademark infringement as  
23 contained in their Answer and Counterclaims as set forth above.

24 19. SDCC’s allegations of infringement pose a threat to Counterclaimants’  
25 business and have and will continue to harm Counterclaimants until such claims are  
26 resolved.

27 20. As a result of the foregoing, an actual case or controversy exists regarding  
28 SDCC’s allegations of trademark infringement.



