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7 and Garrapata, LLC

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 CLINT EASTWOOD, an individual;
12 GARRAPATA, LLC, a California limited
liability company,
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14 Plaintiffs,

15 vs.

16 SERA LABS, INC., a Delaware
corporation; GREENDIOS dba
17 EUPHORIC, a California corporation;
18 FOR OUR VETS, LLC dba PATRIOT
SUPREME, an Arizona limited liability
19 company; DOES 1-30, inclusive,
20 Defendants.

) Case No.:

) **COMPLAINT FOR DAMAGES**

-) 1. VIOLATION OF CALIFORNIA
CIVIL CODE SECTION 3344;
) 2. VIOLATION OF COMMON LAW
RIGHT OF PUBLICITY;
) 3. FALSE ENDORSEMENT
UNDER THE LANHAM ACT
(15 U.S.C. § 1125(A));
) 4. TRADEMARK INFRINGEMENT
(15 U.S.C. § 1114(1)(A));
) 5. COMMON LAW TRADEMARK
INFRINGEMENT;
) 6. DEFAMATION;
) 7. FALSE LIGHT INVASION OF
PRIVACY

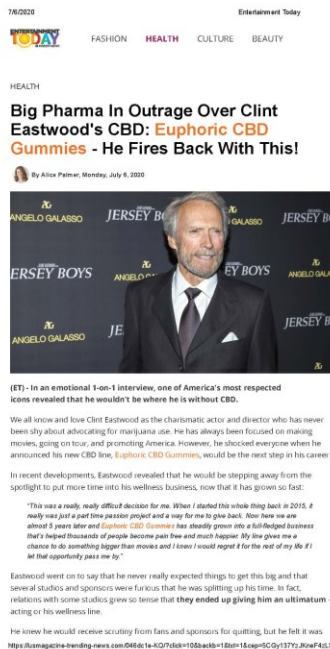
) **DEMAND FOR JURY TRIAL**

1 Plaintiffs Clint Eastwood and Garrapata, LLC, by and through their
2 undersigned attorneys, allege upon knowledge as to themselves and their own acts
3 and allege upon information and belief as to all other matters, bring this Complaint.

4 **INTRODUCTION**

5 1. For more than 60 years, Clint Eastwood has been one of the most
6 famous actors, producers, and directors in the world. Mr. Eastwood is fiercely
7 protective of his name and image, and has rarely licensed either for the promotion of
8 products outside of the movies he acted in or directed. Like many of his most famous
9 characters, Mr. Eastwood is not afraid to confront wrongdoing and hold accountable
10 those that try to illegally profit off his name or likeness. Indeed, Mr. Eastwood
11 previously litigated and won a jury trial against the National Enquirer, which was
12 affirmed on appeal, after the tabloid falsely claimed to have exclusively interviewed
13 Mr. Eastwood and misappropriated his name, likeness, and personality to promote
14 and sell its product.

15 2. This action arises from an online scam that uses a false, defamatory, and
16 wholly fabricated “news article” about Mr. Eastwood to promote and sell cannabidiol
17 (“CBD”) products. Under the headline “Big Pharma In Outrage Over Clint
18 Eastwood’s CBD: [Name of CBD Product] - He Fires Back With This!”, the
19 fraudulent “article” prominently features photographs of Mr. Eastwood and
20 references a fabricated interview with Mr. Eastwood in which he touts his purported
21 line of CBD products. In truth, Mr. Eastwood has no connection of any kind
22 whatsoever to any CBD products and never gave such an interview. Examples of the
23 fraudulent “article” are below and attached hereto as **Exhibits 1 and 2**.



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3. The fraudulent “article” also contains fabricated quotes from Mr. Eastwood and false allegations that “he would be stepping away from the spotlight to put more time into his wellness business” and “relations with some studios grew so tense that they ended up giving him an ultimatum - acting or his wellness line”—all of which are demonstrably untrue.

4. The fraudulent “article” contains links to purchase what it claims are Mr. Eastwood’s line of CBD products, thereby allowing the defendants to illegally profit from their misuse of Mr. Eastwood’s name, likeness, and false association with their products.

5. The unlawful actions by the defendants amount to a willful and conscious disregard for Mr. Eastwood’s rights, are knowingly false, and are intentionally designed to capitalize on the goodwill, recognition, and fame associated with Mr. Eastwood.

6. By this action, Mr. Eastwood seeks to hold accountable the persons and entities that wrongfully crafted this scheme, spread false and malicious statements of facts about him, and illegally profited off of his name and likeness.

PARTIES

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2 7. Plaintiff Clint Eastwood is an individual and resident of Los Angeles
3 County, California.

4 8. Plaintiff Garrapata, LLC (“Garrapata”) is a California limited liability
5 company with its principal place of business in Los Angeles County, California. By
6 assignment from Mr. Eastwood, Garrapata holds all trademarks related to Mr.
7 Eastwood and Mr. Eastwood’s name and likeness rights apart from those he grants in
8 connection with the promotion and exploitation of the films he makes. Garrapata and
9 Mr. Eastwood are referred to collectively herein as “Plaintiffs.”

10 9. Defendant Sera Labs, Inc. is a Delaware corporation with its principal
11 place of business in Los Angeles County, California. It is the manufacturer,
12 distributor, and seller of CBD products called Sera Relief.

13 10. Defendant Greendios is a California corporation that does business as
14 Euphoric with its principal place of business in Los Angeles County, California. It is
15 the manufacturer, distributor, and seller of CBD products called Euphoric CBD.

16 11. Defendant For Our Vets, LLC is an Arizona limited liability company
17 that does business as Patriot Supreme with its principal place of business in Maricopa
18 County, Arizona. It is the manufacturer, distributor, and seller of CBD products
19 called Patriot Supreme.

20 12. Plaintiffs are unaware of the true names and capacities of defendants,
21 whether individual, corporate, associate, or otherwise, named herein as Does 1
22 through 30, inclusive, and therefore sue said defendants by such fictitious names (the
23 “Doe Defendants”). Plaintiffs will seek leave to amend this Complaint to state when
24 their true names and capacities are ascertained. (All of the Defendants, including the
25 Doe Defendants, collectively are referred to herein as “Defendants”).

26 13. At all times mentioned in this Complaint, all of the Defendants acted in
27 concert to knowingly cause, facilitate, control, induce, or otherwise participate in the
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1 wrongful conduct alleged herein.

2 **JURISDICTION AND VENUE**

3 14. The Court has original jurisdiction pursuant to 28 U.S.C. §§ 1331 and
4 1338(a). This is a civil action arising under federal law, the Lanham Act of 1946 as
5 amended (codified at 15 U.S.C. §§ 1051, *et seq.*). The pendent state law claims are so
6 related to the federal claims that they form part of the same case or controversy
7 pursuant to Article III of the United States Constitution. The Court therefore has
8 supplemental jurisdiction over those claims pursuant to 28 U.S.C. § 1367(a).

9 15. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)
10 for several independent reasons, including: several of the Defendants “reside” in this
11 judicial district for venue purposes under 28 U.S.C. § 1391(c)(2); a substantial part of
12 the events or omissions giving rise to the claims occurred in this district.

13 **GENERAL ALLEGATIONS**

14 **Clint Eastwood**

15 16. Clint Eastwood is recognized around the world as an icon of the
16 entertainment industry. After rising to fame in the 1950s as the star of the TV series
17 *Rawhide*, Mr. Eastwood became one of the world’s biggest movie stars with his roles
18 as the “Man With No Name” in a series of Westerns in the late 1960s and the *Dirty*
19 *Harry* films of the 1970s and 80s. In 1971, Mr. Eastwood directed his first of more
20 than 30 motion pictures, including the Academy Award winning Best Pictures
21 *Unforgiven* (1992) and *Million Dollar Baby* (2004). In addition to his successful
22 career in the entertainment industry, Mr. Eastwood served as the mayor of Carmel-
23 by-the-Sea in the late-1980s. In 2006, Mr. Eastwood was inducted into the California
24 Hall of Fame located at The California Museum for History, Women, and the Arts.
25 According to fellow Academy Award winner Sean Penn, Mr. Eastwood “has become
26 cinema’s Mount Rushmore . . . [and] the embodiment of American film.”

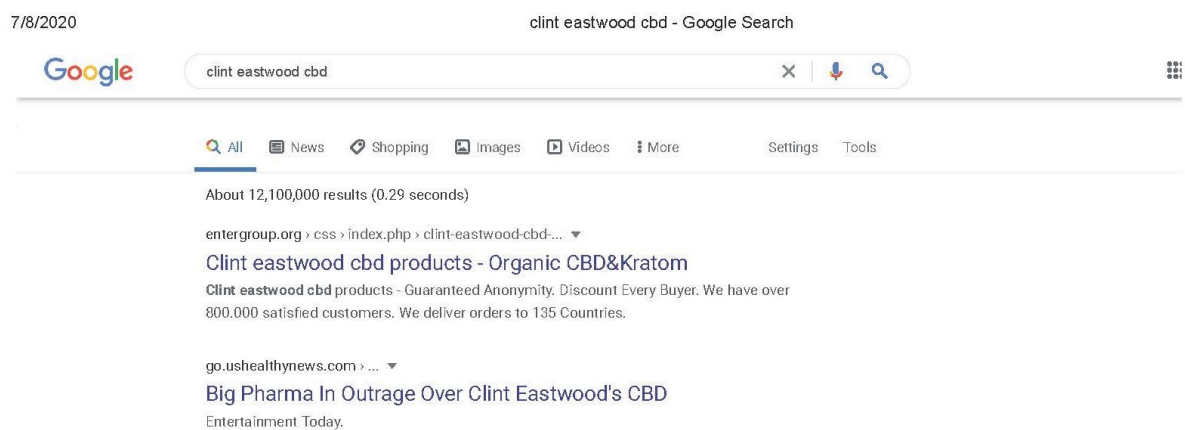
27 17. Mr. Eastwood has a long-standing history of rejecting third party
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1 licenses. With rare exception, Mr. Eastwood reserves the exploitation of his
2 personality rights and the goodwill associated therewith for his motion pictures and
3 other entertainment related projects, and for business ventures in which he is
4 personally involved.

5 18. Mr. Eastwood does not have, and never has had, any association with the
6 manufacture, promotion, and/or sale of any CBD products.

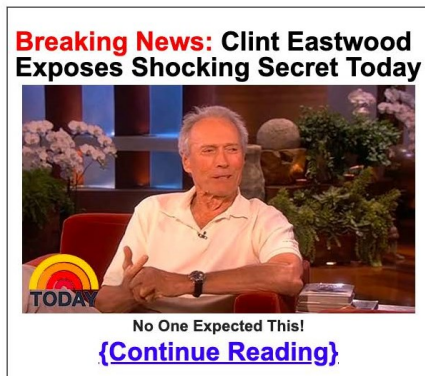
7 **The Fraudulent Article**

8 19. Among the top results of an online search for “Clint Eastwood CBD” is
9 a website for go.ushealthynews.com, with the headline “Big Pharma in Outrage over
10 Clint Eastwood’s CBD.” Below and attached hereto as **Exhibit 3** is a true and
11 correct image of such a Google search.



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20 20. In addition, Defendants send emails with the subject line, “Clint
21 Eastwood Exposes Shocking Secret Today.” In the body of the email is an apparent
22 article from NBC’s Today show with a picture of Mr. Eastwood under the headline
23 “Breaking News: Clint Eastwood Exposes Shocking Secret Today.” Below and
24 attached hereto as **Exhibit 4** is a true and correct copy of one of the spam emails.
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From: Insider News Channel <subscriptions@shakerrica.com>
Sent: Tuesday, July 7, 2020 7:33 AM
Subject: Clint Eastwood Exposes Shocking Secret Today



To unsubscribe [click here](#).
Or write to:
999 Corporate Dr., Suite 100 Ladera Ranch , CA 92694

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21. When one clicks on the link for go.ushealthynews.com in the online search results or the purported Today show report in the spam email, it takes the consumer to a website featuring a fraudulent “news article” purportedly written by a journalist named Alice Palmer that is automatically programmed to appear as if the article was published on the date that a user views the website. The content of the article generally remains the same, even when the header of the website varies. For example, the website URL is sometimes allocated to www.go.ushealthynews.com, but the header of the website sometimes makes it appear as if it was published by “Entertainment Today.” Other times, the website URL is allocated to usmagazine-trending-news.com to make it appear that the article is associated with US Weekly magazine. Attached as **Exhibits 1, 2, 5, 6, 7, 8, 9** are examples of the fraudulent “article”.

22. The CBD products advertised and sold on the fraudulent “article” include Sera Relief (**Exhibit 1**), Euphoric CBD (**Exhibit 2, 5, 6**), and Patriot Supreme (**Exhibit 8**).

23. Other than the names of the products being advertised and sold, the verbiage of the fraudulent “article” does not change substantially, stating among

1 other things:

2 In an emotional 1-on-1 interview, one of America's most
3 respected icons revealed that he wouldn't be where he is without
4 CBD. We all know and love Clint Eastwood as the charismatic
5 actor and director who has never been shy about advocating for
6 marijuana use. He has always been focused on making movies,
7 going on tour, and promoting America. However, he shocked
8 everyone when he announced his new CBD line, [CBD product],
9 would be the next step in his career.

10 In recent developments, Eastwood revealed that he would be
11 stepping away from the spotlight to put more time into his
12 wellness business, now that it has grown so fast:

13 “This was a really, really difficult decision for me. When I started
14 this whole thing back in 2015, it really was just a part time
15 passion project and a way for me to give back. Now here we are
16 almost 5 years later and [CBD product] has steadily grown into
17 a full-fledged business that’s helped thousands of people become
18 pain free and much happier. My line gives me a chance to do
19 something bigger than movies and I knew I would regret it for
20 the rest of my life if I let that opportunity pass me by.”

21 Eastwood went on to say that he never really expected things to
22 get this big and that several studios and sponsors were furious
23 that he was splitting up his time. In fact, relations with some
24 studios grew so tense that they ended up giving him an ultimatum
25 - acting or his wellness line. . . .

26 The product Eastwood is referring to is his breakthrough CBD
27 wellness line [CBD product]. The star has spent the past four
28 years developing a line of highly effective and highly potent
wellness products that he claims are the solution for those who
don’t want to resort to using opiates.

His product [CBD product] sold out within ten minutes when
first launched and it seems the world can’t get enough of the
benefits and results.

1 Eastwood even admitted that big pharma companies are furious
2 with him after noticing a large decline in sales since [CBD
3 product] was launched on the market.

4 “Users of [CBD product] are experiencing results that before
5 now were only possible through prescription medication. It’s
6 obviously a much cheaper, and safer alternative and because of
7 that pharmaceutical companies are finding it harder to keep
8 patients using their prescriptions.”

9 Having a crowd of angry pharmaceutical companies is a unique
10 and effective endorsement for [CBD product], but Eastwood has
11 still been proactive in getting [CBD product] into the hands of
12 those who need it. . . .

13 While making an appearance on ‘TV Show’ he gifted the cast
14 and crew with [CBD product] products and made sure every
15 guest was given a sample of the life changing supplement. Since
16 then, he has cultivated a huge celebrity clientele who are
17 regularly reordering the products. See for yourself!

18 24. The fraudulent “article” further states: “Eastwood’s new line has been a
19 huge hit amongst fellow celebs who got to try the initial launch of [CBD product]”
20 followed by a series of false testimonials from Terry Bradshaw, Sam Elliott, Michael
21 J. Fox, and Garth Brooks about Mr. Eastwood’s purported CBD product. The
22 fraudulent “article” concludes with a false claim that “Eastwood is offering our lucky
23 readers the chance to try [CBD product]!” and urging people to purchase the product.

24 25. Links on the webpage allow the viewer to purchase the CBD products
25 being touted by Mr. Eastwood.

26 **FIRST CLAIM FOR RELIEF**

27 **(Violation of Cal. Civ. Code § 3344 – Garrapata Against All Defendants)**

28 26. Plaintiffs incorporate all prior allegations of this Complaint by this
reference.

27 27. Garrapata is the owner of the rights of publicity in Mr. Eastwood’s

1 name, image, likeness, and persona for all purposes, other than those related to the
2 promotion and exploitation of the motion pictures Mr. Eastwood makes.

3 28. Defendants have willfully and without authorization used Mr.
4 Eastwood's name, image, likeness, and persona for commercial purposes, to advertise
5 CBD products including Sera Relief, Euphoric CBD, and Patriot Supreme, which are
6 manufactured, distributed and/or sold by Defendants and each of them.

7 29. Defendants' unauthorized use of Mr. Eastwood's name, image, likeness,
8 and persona constitute a commercial misappropriation in violation of Section 3344 of
9 the California Civil Code.

10 30. As a direct and proximate result of Defendants' wrongful conduct,
11 Garrapata has suffered, and will continue to suffer, damages in an amount to be
12 proven at trial.

13 31. Defendants have further been unjustly enriched by their
14 misappropriation of Mr. Eastwood's statutory right of publicity. Accordingly,
15 Garrapata is entitled to restitution of all income, profits, and other benefits resulting
16 from Defendants' conduct, in an amount to be determined according to proof at trial.

17 32. Defendants' actions as alleged herein were malicious, oppressive, and
18 fraudulent, and done with the intent to injure Plaintiffs and with a willful and
19 conscious disregard for Garrapata's rights. As a result, Garrapata is entitled to
20 recover from Defendants punitive and exemplary damages in an amount sufficient to
21 punish and deter them and others from engaging in such acts in the future.

22 **SECOND CLAIM FOR RELIEF**

23 **(Violation of Common Law Right of Publicity – Garrapata Against All**
24 **Defendants)**

25 33. Plaintiffs incorporate all prior allegations of this Complaint by this
26 reference.

27 34. Garrapata is the owner of the common law rights of publicity in Mr.
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1 Eastwood’s name, image, likeness, and persona necessary for endorsement deals.

2 35. Defendants have willfully and without authorization used Mr.
3 Eastwood’s name, image, likeness, and persona for commercial purposes, to advertise
4 and promote the sale of CBD products including Sera Relief, Euphoric CBD, and
5 Patriot Supreme, which are manufactured, distributed and/or sold by Defendants and
6 each of them.

7 36. Defendants’ unauthorized use of Mr. Eastwood’s name, image, likeness,
8 and persona constitutes a violation of California’s common law right of publicity.

9 37. As a direct and proximate result of Defendants’ wrongful conduct,
10 Garrapata has suffered, and will continue to suffer, damages in an amount to be
11 proven at trial.

12 38. Defendants have further been unjustly enriched by their infringement of
13 Plaintiffs’ common law right of publicity. Accordingly, Garrapata is entitled to
14 restitution of all income, profits, and other benefits resulting from Defendants’
15 conduct, in an amount to be determined according to proof at trial.

16 39. Defendants’ actions as alleged above were malicious, oppressive, and
17 fraudulent, and done with the intent to injure Plaintiffs and with a willful and
18 conscious disregard for Garrapata’s rights. As a result, Garrapata is entitled to
19 recover from Defendants punitive and exemplary damages in an amount sufficient to
20 punish and deter Defendants and others from engaging in such acts in the future.

21 **THIRD CLAIM FOR RELIEF**

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

23 40. Plaintiffs incorporate all prior allegations of this Complaint by this
24 reference.

25 41. Garrapata is the owner of the statutory and common law rights
26 associated with Mr. Eastwood’s name, image, likeness, and persona necessary for
27 endorsement deals, including Mr. Eastwood’s right to decide whether to associate
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1 Mr. Eastwood’s name, image, likeness, or persona with any third party for purposes
2 relating to sponsorship and/or endorsement.

3 42. Defendants used distinctive attributes of Mr. Eastwood’s persona,
4 including his name, image, and likeness without permission by posting online a false
5 “news article” that included images of Mr. Eastwood and false quotes from Mr.
6 Eastwood and other celebrities regarding a purported line of CBD products created
7 by Mr. Eastwood.

8 43. Defendants’ unauthorized uses constitute false or misleading
9 representations of fact to falsely imply the endorsement of Defendants’ businesses
10 and products by Mr. Eastwood.

11 44. Defendants’ unauthorized uses of Mr. Eastwood’s persona are likely to
12 confuse and deceive consumers as to Mr. Eastwood’s sponsorship and/or
13 endorsement of Defendants’ CBD products. Specifically, Defendants’ use of Mr.
14 Eastwood’s name, image, and likeness is likely to cause consumers to mistakenly
15 believe that Mr. Eastwood is associated with Defendants’ CBD products, or that he
16 sponsors or endorses Defendants’ products.

17 45. As a direct and proximate result of the acts of false endorsement set
18 forth above, Garrapata has suffered actual damages in an amount to be proven at trial.

19 46. Garrapata is entitled to the full range of relief available under the
20 Lanham Act, 15 U.S.C. § 1117, including, without limitation, an award of actual
21 damages and the disgorgement of Defendants’ profits arising from their false or
22 misleading acts.

23 47. Defendants’ conduct further renders this an “exceptional” case within
24 the meaning of the Lanham Act, thus entitling Garrapata to an award of attorneys’
25 fees and costs.

26 48. Defendants committed the unauthorized acts described above knowing
27 that they are likely to cause consumers to falsely believe that Mr. Eastwood endorses
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1 Defendants’ brands and products. Defendants have thus willfully, knowingly, and
2 maliciously deceived and confused the relevant consuming public, such that
3 Garrapata is entitled to an award of treble damages.

4 **FOURTH CLAIM FOR RELIEF**

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

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

9 50. Garrapata has selectively used the trademark CLINT EASTWOOD in
10 commerce in connection with products and services.

11 51. Garrapata owns a federally registered trademark U.S. Registration No.
12 3265483 in Mr. Eastwood’s name for “Entertainment services, namely, personal
13 appearances and live performance and live recorded performances by a movie star
14 and actor” (the “Registered Mark”). A true and correct copy of Garrapata’s
15 Trademark Certificate from the United States Patent and Trademark Office is
16 attached hereto as **Exhibit 10**.

17 52. The Registered Mark is a valid trademark owned by Garrapata.
18 Additionally, by virtue of Mr. Eastwood’s longstanding and continuous use of the
19 Registered Mark in commerce, Garrapata has acquired a valid common law
20 trademark in Mr. Eastwood’s name. The public has come to recognize the Registered
21 Mark as exclusively identifying Mr. Eastwood, and the mark is famous worldwide.

22 53. Defendants infringed Garrapata’s registered and common law
23 trademarks by using the mark on the internet, including the fraudulent “article,” to
24 promote Defendants’ brands and to sell their CBD products.

25 54. Defendants’ unauthorized use of Garrapata’s registered and common
26 law trademarks are likely to confuse and deceive consumers as to the origin,
27 sponsorship, and/or endorsement of Defendants’ CBD brands and products.

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1 Specifically, Defendants’ use of Mr. Eastwood’s name and mark is likely to cause
2 consumers to mistakenly believe that Mr. Eastwood is associated with Defendants, or
3 that he sponsors or endorses Defendants’ products.

4 55. As a direct and proximate result of the acts of trademark infringement
5 set forth above, Garrapata has suffered actual damages in an amount to be proven at
6 trial.

7 56. Garrapata is entitled to the full range of relief available under the
8 Lanham Act, 15 U.S.C. § 1117, including, without limitation, an award of actual
9 damages and the disgorgement of Defendants’ profits arising from the acts of
10 trademark infringement.

11 57. Defendants’ conduct further renders this an “exceptional” case within
12 the meaning of the Lanham Act, thus entitling Garrapata to an award of attorneys’
13 fees and costs.

14 58. Defendants committed the infringement described above knowing that
15 their unauthorized use of the CLINT EASTWOOD trademark is likely to cause
16 consumer confusion. Defendants have thus willfully, knowingly, and maliciously
17 deceived and confused the relevant consuming public, such that Garrapata is entitled
18 to an award of treble damages.

19 **FIFTH CLAIM FOR RELIEF**

20 **(Common Law Trademark Infringement – Garrapata Against All Defendants)**

21 59. Plaintiffs incorporate all prior allegations of this Complaint by this
22 reference.

23 60. Garrapata owns a valid common law trademarks in CLINT
24 EASTWOOD for use in connection with the promotion of products and services in
25 the entertainment industry.

26 61. The Registered Trademark is likewise a valid trademark owned by
27 Garrapata.

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- 1 line, [CBD product], would be the next step in his career”;
- 2 d. “Eastwood revealed that he would be stepping away from the spotlight
- 3 to put more time into his wellness business”;
- 4 e. “several studios and sponsors were furious that he was splitting up his
- 5 time”;
- 6 f. “relations with some studios grew so tense that they ended up giving
- 7 him an ultimatum - acting or his wellness line”;
- 8 g. “The product Eastwood is referring to is his breakthrough CBD wellness
- 9 line [CBD product]”;
- 10 h. “The star has spent the past four years developing a line of highly
- 11 effective and highly potent wellness products that he claims are the
- 12 solution for those who don’t want to resort to using opiates”;
- 13 i. “Eastwood even admitted that big pharma companies are furious with
- 14 him after noticing a large decline in sales since [CBD product] was
- 15 launched on the market”;
- 16 j. “Eastwood has still been proactive in getting [CBD product] into the
- 17 hands of those who need it”;
- 18 k. “While making an appearance on ‘TV Show’ he gifted the cast and crew
- 19 with [CBD product] and made sure every guest was given a sample of
- 20 the life changing supplement”;
- 21 l. “he has cultivated a huge celebrity clientele who are regularly reordering
- 22 the products”;
- 23 m. “Eastwood’s new line has been a huge hit amongst fellow celebs who
- 24 got to try the initial launch of [CBD product]”;
- 25 n. “Eastwood didn’t want our readers to miss out on experiencing the
- 26 benefits of [CBD product] for themselves”;
- 27 o. “Eastwood is offering our lucky readers the chance to try [CBD
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1 product]!”;

2 p. “Eastwood can only offer a limited amount of special bottles so you’ll
3 need to act quickly to take advantage of this amazing offer”.

4 69. The fraudulent “article” also contains false statements of fact that are
5 attributed to Mr. Eastwood himself, including: ““When I started this whole thing back
6 in 2015, it really was just a part time passion project and a way for me to give back.
7 Now here we are almost 5 years later and [CBD product] has steadily grown into a
8 full-fledged business that’s helped thousands of people become pain free and much
9 happier. My line gives me a chance to do something bigger than movies and I knew I
10 would regret it for the rest of my life if I let that opportunity pass me by.””

11 70. The fraudulent “article” also contains false statements of fact that are
12 attributed to other celebrities including, Terry Bradshaw (““Eastwood gave me a
13 sample of [CBD product]”) and Michael J. Fox (““The advances Eastwood has made
14 in the CBD industry are remarkable.””).

15 71. The statements in the foregoing paragraphs 68 through 70, which are
16 referred to collectively herein as the “False Statements,” are unprivileged, false, and
17 defamatory.

18 72. The False Statements are of and concerning Mr. Eastwood in that they
19 falsely allege that Mr. Eastwood (1) uses CBD products; (2) attributes his health
20 and/or successful career to his purported use of CBD products; (3) developed and
21 announced a line of CBD products; (4) CBD products would be the next step in Mr.
22 Eastwood’s career; (5) will step away from his entertainment career to put more time
23 into his purported wellness business; (6) started a purported CBD business in 2015 as
24 a passion project; (7) his purported CBD products are a full-fledged business; (8) film
25 studios and sponsors are angry that Mr. Eastwood is splitting his time on his
26 purported CBD business; (8) some film studios gave Mr. Eastwood an ultimatum; (9)
27 pharmaceutical companies are angry with Mr. Eastwood because of his purported
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1 CBD products; (10) has been proactive in delivering his purported CBD products to
2 people including other celebrities; (11) is selling his purported CBD products online
3 through the fraudulent “article’s” websites.

4 73. The False Statements were made with actual malice in that they were
5 made with knowledge of their falsity and/or in reckless disregard for the truth.

6 74. The False Statements exposed Mr. Eastwood to hatred, contempt,
7 ridicule, and obloquy and/or harmed Mr. Eastwood in his trade or profession.

8 75. As a direct and proximate result of Defendants’ conduct, Mr. Eastwood
9 has suffered general and special damages in an amount to be determined at trial.

10 76. The creators and publishers of the False Statements acted with malice or
11 reckless disregard for Mr. Eastwood’s rights, thereby justifying an award of punitive
12 damages.

13 77. Unless enjoined and restrained by the Court, Defendants will republish,
14 repeat and continue to disseminate the False Statements to the continuing injury of
15 Mr. Eastwood. Such continued republication, repetition, and dissemination of the
16 False Statements will cause irreparable harm to Mr. Eastwood. Mr. Eastwood lacks
17 an adequate remedy at law insofar as damages will be very difficult to calculate for
18 such on-going injuries. By reason of the foregoing, Mr. Eastwood is entitled to
19 preliminary and permanent injunctions enjoining and restraining Defendants, and all
20 persons acting in concert with them, from republishing, repeating, distributing or
21 otherwise disseminating the False Statements set forth herein.

22 **SIXTH CLAIM FOR RELIEF**

23 **(False Light Invasion of Privacy – Mr. Eastwood Against All Defendants)**

24 78. Mr. Eastwood incorporates all prior allegations of this Complaint by
25 this reference.

26 79. Defendants published the False Statements set forth in Paragraphs 68
27 through 70 herein.

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1 80. The False Statements are of and concerning Mr. Eastwood in that they
2 allege that Mr. Eastwood (1) uses CBD products; (2) attributes his health and/or
3 successful career to his purported use of CBD products; (3) developed and announced
4 a line of CBD products; (4) CBD products would be the next step in Mr. Eastwood’s
5 career; (5) will step away from his entertainment career to put more time into his
6 purported wellness business; (6) started a purported CBD business in 2015 as a
7 passion project; (7) his purported CBD products are a full-fledged business; (8) film
8 studios and sponsors are angry that Mr. Eastwood is splitting his time on his
9 purported CBD business; (8) some film studios gave Mr. Eastwood an ultimatum; (9)
10 pharmaceutical companies are angry with Mr. Eastwood because of his purported
11 CBD products; (10) has been proactive in delivering his purported CBD products to
12 people including other celebrities; (11) is selling his purported CBD products online
13 through the fraudulent “article’s” websites.

14 81. The False Statements are unprivileged and false.

15 82. To the extent that all or any of the False Statements are found not to be
16 defamatory of Mr. Eastwood, the False Statements place Mr. Eastwood in a false
17 light which would be highly offensive to a reasonable person in Mr. Eastwood’s
18 position.

19 83. The False Statements were made with actual malice in that they were
20 made with knowledge of their falsity and/or in reckless disregard for the truth.

21 84. As a direct and proximate result of Defendants’ conduct, Mr. Eastwood
22 has suffered general and special damages in an amount to be determined at trial.

23 85. The creators and publishers of the False Statements acted with malice or
24 reckless disregard for Mr. Eastwood’ rights, thereby justifying an award of punitive
25 damages.

26 86. Unless enjoined and restrained by the Court, Defendants will republish,
27 repeat and continue to disseminate the False Statements to the continuing injury of
28

1 Mr. Eastwood. Such continued republication, repetition, and dissemination of the
2 False Statements will cause irreparable harm to Mr. Eastwood. Mr. Eastwood lacks
3 an adequate remedy at law insofar as damages will be very difficult to calculate for
4 such on-going injuries. By reason of the foregoing, Mr. Eastwood is entitled to
5 preliminary and permanent injunctions enjoining and restraining Defendants, and all
6 persons acting in concert with them, from republishing, repeating, distributing or
7 otherwise disseminating the False Statements set forth herein.

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9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs pray for judgment as follows:

- 11 1. On all Claims for Relief, for an award of actual and compensatory
12 damages in the millions of dollars according to proof;
- 13 2. On the First through Fifth Claims for Relief, for the disgorgement of
14 Defendants' profits attributable to the infringement of Garrapata's intellectual
15 property rights and rights of publicity;
- 16 3. On the First, Second, Sixth, and Seventh Claims for Relief, for an award
17 of punitive damages in an amount sufficient to deter unlawful conduct by Defendants
18 in the future;
- 19 4. On the Third and Fourth Claims for Relief, for treble damages;
- 20 5. For preliminary and permanent injunctions restraining and enjoining
21 Defendants, and all persons acting in concert with them, from using Mr. Eastwood's
22 name, images, likeness, persona, and trademarks;
- 23 6. For preliminary and permanent injunctions restraining and enjoining
24 Defendants, and all persons acting in concert with them, from republishing,
25 repeating, distributing, or otherwise disseminating the False Statements set forth
26 herein;
- 27 7. For pre-judgment and post-judgment interest according to proof and to
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1 the maximum extent allowed by law;

2 8. For attorneys' fees and costs; and

3 9. For such other and further relief as the Court may deem just and proper.

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Dated: July 22, 2020

NOLAN HEIMANN LLP

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By: 
Jordan Susman
Attorneys for Plaintiffs
Clint Eastwood
and Garrapata, LLC

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DEMAND FOR JURY TRIAL

Pursuant to Local Rule 38-1, Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: July 22, 2020

NOLAN HEIMANN LLP

By: 

Jordan Susman
Attorneys for Plaintiffs
Clint Eastwood
and Garrapata, LLC