

**Judges Notes**  
**Cause #D-1-GN-13-004248**  
**GUINN COLIN vs. WANG TAO**

<u>Date Entered</u>	<u>Notes</u>	<u>Note Type</u>	<u>Date Last Edited</u>	<u>Last Edited By</u>
1/15/2014	D's Emergency M/Quash or For Continuance of Temp Injunction Hearing on record by R. Watson. Attys, Asher Griffin, Bryan Lauer & Jane Weber for D; Attys, Mark Taylor & Peyton Healey, telephonically, for P Guinn; Atty Brad Jackson for P DJI North Amer., telephonically. Court GRANTS D's M/Continuance of Temp Inj Hearing to 1/22/14 & extends TRO until then. TSulak	Docket Sheet Entry	1/15/2014	SulakT
1/22/2014	Temporary Injunction; Mr. Taylor, Mr. Healey and Mr. Jackson for Petitioner; Mr. Griffin and Mr. Lauer for Respondent; the court grants the temp injunction; the court does not grant item G; the court enters a \$1000.00 bond; the court sets the matter for jury trial for August 11th with the Court Administrator's office; Record taken by M. Salgado; DB/rrs	Docket Sheet Entry	1/22/2014	SalinaR



Based on the evidence presented, the affidavit, and the documentary evidence, the Court finds that Defendants have engaged in a systematic course of conduct designed to injure DJI North America. The Court makes the following findings:

Personal jurisdiction is proper over both DJI Global and Wang because they purposefully availed themselves of the privileges of doing business within the State of Texas, including by engaging in the following the activities, which support issuance of this Temporary Restraining Order.

The Court finds that Defendants signed the Shareholder Agreement concerning DJI North America, a business formed in Texas with its principal place of business located at Travis County, Texas. Guinn is a 48% interest holder in DJI North America.

Defendants have misappropriated assets belonging to DJI North America in Travis County, Texas. DJI Global and Wang intentionally and improperly diverted the assets belonging to DJI North America, such assets being located in Travis County, to DJI Global in China.

Specifically, DJI Global and Wang have misappropriated all the funds from DJI North America's revenue account, contacted the customers of DJI North America to redirect DJI North America's accounts receivable to themselves, and used their pervasive access to DJI North America's systems, located in Travis County, Texas, to systematically lock DJI North America out of its own systems and accounts. Specifically, Defendants have:

- a) misappropriated all the revenue in DJI North America's revenue account without providing DJI North America anything in exchange;
- b) scraped DJI North America's videos from YouTube and Vimeo and placing them on DJI Global's website, treating those videos as if DJI Global created them;
- c) provided unmanned aerial vehicles secretly to DJI North America's customers while misrepresenting to DJI North America that there was a backlog in production;
- d) cut off DJI North America's visibility to its own revenue account;

- e) contacted all of DJI North America's clients and instructed the clients to pay DJI Global directly for product already provided by DJI North America;
- f) disabled DJI North America's access to both its Facebook and Twitter accounts; and
- g) sought to liquidate all of DJI North America's physical assets in the Travis County office.

THEREFORE, Based on the evidence presented to the Court, the Court finds that the requested order is required to protect Plaintiffs from injury due to the improper actions of Defendants.

Plaintiffs have shown (1) a probable right to recover on the merits after final hearing and (2) a probable and irreparable injury unless the writ is issued, which entitles Plaintiffs to the requested Temporary Restraining Order. *Lometa Bancshares v. Potts*, 952 S.W.2d 631, 633 (Tex. App. -- Austin 1997, no pet.).

An injunction may issue when "the applicant is entitled to the relief demanded and all or part of the relief requires the restraint of some act prejudicial to the applicant" or when "a party performs or is about to perform or is procuring or allowing the performance of an act relating to the subject of pending litigation, in violation of the rights of the applicant, and the act would tend to render the judgment in that litigation ineffectual." Tex. Civ. Prac. & Rem. Code § 65.011 (1), (2). The Court finds these standards met in this case. The Court finds that it is probable that Plaintiffs will prevail on the merits of this case and receive judgment in the full amount of their claim for damages, equitable relief, attorneys' fees, and costs of Court because Defendants have engaged in the following improper activities, each of which is prejudicial to applicants and each of which would tend to render the final judgment ineffectual:

- Sweeping the bank account belonging to DJI North America;
- Instructing the customers of DJI North America to pay DJI Global for products already sold to them by DJI North America;

- Directed the customers of DJI North America to purchase products directly from DJI Global, routing sales around DJI North America;
- Locking DJI North America out of its own social media accounts;
- Locking all of DJI North America's employees out of their email accounts without notice;
- Communicating directly with DJI North America's customers, on the same day as the lockout, to falsely claim that DJI North America had merely been a "liaison" between DJI Global and the customers;
- Scraping and using videos created by DJI North America (many of which feature Guinn) and placing them on DJI Global's YouTube account;
- Failing to render distributions to Guinn with respect to his 48% interest, while taking all of the revenue of DJI North America for themselves; and
- Seeking to liquidate all of DJI North America's physical office assets, making it impossible to continue operations.

Because Defendants are seeking to misappropriate DJI North America's business in total, these continuing actions will irreparably damage Plaintiffs. Texas Courts have consistently held that when a defendant's improper actions seek to deprive an entity of all of its good and valuable assets, the harm is unequivocally irreparable and no adequate remedy at law exists. *Lometa Bancshares*, 952 S.W.2d at 633 (citing *Minexa Arizona, Inv. v. Staubach*, 667 S.W.2d 563, 567-68 (Tex. App.--Dallas 1984, no writ); *Sonics Int'l Inc. v. Dorchester Enters.*, 593 S.W.2d 390, 393 (Tex. Civ. App.--Dallas 1980, no writ); *Baucum v. Texam Oil Corp.*, 423 S.W.2d 434, 442 (Tex. Civ. App.--El Paso 1967, writ ref'd n.r.e.)).

Further, the Court finds that no adequate remedy at law exists, and harm is irreparable, due to Defendants' misuse of DJI North America's intellectual property causing consumer confusion or negative opinions about DJI North America. *Rollins v. Universal Coin & Bullion, Ltd.*, NO. 09-06-150 CV, 2006 Tex. App. LEXIS 8764, at \*13 (Tex. App. Beaumont Oct. 12, 2006). Such harm in this case includes the improper use of DJI North America's customer lists

to send false and misleading information about DJI North America to its own customers. The damage that DJI North America will suffer from Defendants' improper use of DJI North America's customer lists will be hard to calculate, thus justifying injunctive relief, because each potential sale lost in the future may never be known.

Moreover, legal damages are inadequate, so as to support a temporary injunction, if they are difficult to calculate. *Id.* (citing *Mabrey v. SandStream, Inc.*, 124 S.W.3d 302, 318-19 (Tex. App.--Fort Worth 2003, no pet.) and *K & G Oil Tool & Serv. Co. v. G & G Fishing Tool Serv.*, 158 Tex. 594, 314 S.W.2d 782, 791 (1958)). For this additional reason, injunctive relief is necessary.

Similarly, the Court finds that Defendants are likely to continue to use the client information they have to announce their self-appointed appropriation of all company property. For this reason, past-damages will not adequately address the damage to client confidence in DJI North America, which requires the issuance of an injunction. *Texas Indus. Gas v. Phoenix Metallurgical Corp.*, 828 S.W.2d 529, 533 (Tex. App. – Houston [1<sup>st</sup> Dist.] 1992, no writ).

The Court therefore FINDS that Defendants' actions, and the actions of all persons in active concert or participation with Defendants, will cause Plaintiffs immediate and irreparable harm unless immediately enjoined by the Court. Accordingly, the Court issues the following:

#### **ORDER**

THEREFORE, THE COURT HEREBY ORDERS that Hong Kong Dajiang Innovation Technology Co., Ltd. and Tao "Frank" Wang, and all persons in active concert or participation with Hong Kong Dajiang Innovation Technology Co., Ltd. or Tao "Frank" Wang with notice of this Order be and are hereby ENJOINED.

THEY SHALL:

- a) Cease and desist from soliciting Unmanned Aerial Vehicle product or peripheral sales from, or marketing Unmanned Aerial Vehicle products and peripherals to, the clients developed exclusively by DJI North America, which are identified on the attached Exhibit 1, whether by direct communication, product demonstration, or trade show presentation;
- b) Cease and desist from selling Unmanned Aerial Vehicle products to the clients developed exclusively by DJI North America, which are identified on the attached Exhibit 1;
- c) Except for payments made in satisfaction of invoices for shipments of new products delivered after the date of this order, transferring, taking or accepting any funds in the DJI North America bank accounts;
- d) Cease and desist from accepting sales orders from clients developed exclusively by DJI North America, which are identified on the attached Exhibit 1;
- e) Provide Plaintiffs with online banking password and login information for DJI North America's bank accounts within 24 hours of receipt of this Order;
- f) Provide Plaintiffs with administrator login and password information for DJI North America's social media accounts, including Facebook, Twitter, Vimeo, Google+, and YouTube within 24 hours of receipt of this Order;
- g) Remove videos created by DJI North America and videos featuring Guinn from DJI Global's internet sites, including its YouTube account within 24 hours of receipt of this Order; and
- h) Cease and desist from any and all attempts to liquidate the assets of DJI North America.

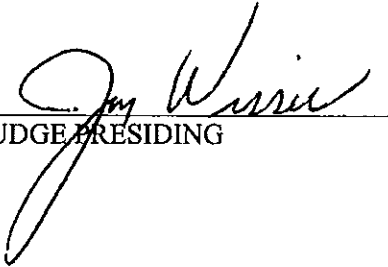
IT IS FURTHER ORDERED that a hearing on Plaintiffs' Application for a Temporary Injunction is hereby set for hearing on January 16, 2014, at 2:00 a.m. ~~(p.m.)~~, in the 200<sup>th</sup> Judicial District Court for Travis County, 1000 Guadalupe St., Austin, Texas 78701. The purpose of this hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

IT IS FURTHER ORDERED that this order shall not be effective unless and until Plaintiffs executes and files with the clerk a bond, in conformity with applicable law, in the amount of \$ 1,000<sup>00</sup>. The clerk of the above-titled Court shall forthwith, on the filing by

Plaintiffs of the above-required bond, and on approving the same according to the law, issue a temporary restraining order in conformity with the law and the terms of this order.

IT IS FURTHER ORDERED that this order expires at midnight on January 20, 2014, in accordance with Rule 680 of the Texas Rules of Civil Procedure or until further order of this Court.

SIGNED: THIS DAY THE 6<sup>th</sup> DAY OF JANUARY 2014 at 10:30 a.m. / ~~p.m.~~

  
JUDGE PRESIDING



<b>Account Name</b>	<b>Mailing City</b>	<b>Mailing State/Province</b>	<b>Mailing Country</b>
Aero Hobbies	Poolville	TX	United States
Amazon.com, Inc.	Seattle	WA	USA
B&H Photo - Video, Inc.	Brooklyn	NY	USA
Canada Drones	Mississauga	Ontario	Canada
Digital Defense Surveillance	North Ogden	UT	USA
Dronefly.com	Westlake Village	CA	USA
DSLRPros.com	Fort Lauderdale	FL	USA
Faster Ventures	Los Angeles	California	USA
Filmtools	Burbank	CA	USA
Hobby Hobby	Mississauga	Ontario	Canada
Hobbico, Inc.	Champaign	IL	USA
Hobbytown USA Corporate	Lincoln	NE	USA
Hobbytown USA	Austin	TX	USA
Infinite Jib™ Inc.	Schomberg	ON	
Innovative Economical Solutions	Ridgefield	WA	USA
maxsur	liberty Hill	TX	USA
MidwestSurveillance	Ellisville	MO	USA
NewEgg.com	City of Industry	CA	USA
Precision Camera	Austin	TX	USA
Prioria Robotics, Inc	Gainesville	FL	USA
Quadrocopter, LLC	Columbia Falls	MT	USA
Rcteam.ru	East Hanover	NJ	USA
RC Toy House	Los Angeles	CA	USA
Red Rocket Hobbies, Inc.	Klamath Falls	OR	USA
Rope Access Maintenance	Woodstock	ON	
Samy's Camera	Los Angeles	CA	USA
Sightline Aviation	Jackson	WY	USA
VideoStone	Miami	Florida	USA
Wynit Distribution LLC	Syracuse	NYY	USA
XFLY Systems	Denver	CO	USA
Xtreme Drones	Marshallville	GA	USA

Disp Parties: \_\_\_\_\_

Disp code: CVD / CLS \_\_\_\_\_

Redact pgs: \_\_\_\_\_

Judge JB Clerk py

CAUSE NO. D-1-GN-13-004248

Filed In The District Court  
of Travis County, Texas

JAN 14 2014

At 4:55 p.m.  
Amalia Rodriguez-Mendoza, Clerk

COLIN GUINN, individually and on  
behalf of Nominal Plaintiff DAJIANG  
NORTH AMERICA, LLC, and DAJIANG  
NORTH AMERICA,  
Plaintiffs

vs.

TAO WANG and HONG KONG  
DAJIANG INNOVATION  
TECHNOLOGY CO. LTD.,  
Defendants.

§ IN THE DISTRICT COURT

§ OF TRAVIS COUNTY, TEXAS

§ 200<sup>TH</sup> JUDICIAL DISTRICT


**ORDER ON EMERGENCY MOTION**

On this day came on to be heard Defendant Hong Kong Dajiang Innovation Technology Co. Ltd.'s Emergency Motion to Quash or for Continuance of the Hearing on Plaintiffs' Application for Temporary Injunction ("Emergency Motion"). Having considered the Emergency Motion, the response thereto, and the argument of counsel, the Court is of the opinion that the Emergency Motion should be GRANTED in part as follows.

IT IS THEREFORE ORDERED that the hearing on Plaintiffs' Application for Temporary Injunction is continued from January 16, 2014 at 2:00 p.m. to January 22, 2014 at 2:00 p.m.

IT IS FURTHER ORDERED that the Temporary Restraining Order signed at 10:30 a.m., January 6, 2014, by Judge Jon Wisser of the 200th Judicial District Court, Travis County, Texas ("TRO") is extended to January 22, 2014.

SIGNED this 15<sup>TH</sup> day of January, 2014.

  
\_\_\_\_\_  
HONORABLE DISTRICT JUDGE  
TIM SUGAR

AGREED AS TO FORM:

\_\_\_\_\_  
Counsel for Plaintiff Colin Guinn

\_\_\_\_\_  
Counsel for Plaintiff DJI North America

\_\_\_\_\_  
Counsel for Defendant  
Hong Kong Dajiang Innovation  
Technology Co. Ltd.



powers | taylor llp  
attorneys and counselors  
www.powerstaylor.com

Cara Henderson  
214.239.8900  
214.239.8901 fax  
[cara@powerstaylor.com](mailto:cara@powerstaylor.com)

January 6, 2014

*Via Electronic Filing*

Travis County  
200<sup>th</sup> Civil District Court  
1000 Guadalupe, 5<sup>th</sup> Floor  
Austin, Texas 78701

Re: *Colin Guinn, et al. v. Tao Wang, et al.*; D-1-GN-13-004248;  
Pending in the 200<sup>th</sup> Judicial District Court, Travis County, Texas.

Dear Clerk:

Attached please find a proposed *Temporary Restraining Order to Plaintiffs' First Amended Petition and Verified Application for Temporary Restraining Order, Temporary Injunction and Permanent Injunction* that was filed online with the court today regarding the above-referenced cause.

This matter is being heard before Duty Judge Yelenosky in the 345<sup>th</sup> Judicial District today at 10:30 am. Please present to the judge for approval.

I appreciate your assistance with this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

*/s/Cara Henderson*  
Cara Henderson  
Paralegal

/cdh  
Attachment

CAUSE NO. D-1-GN-13-004248

COLIN GUINN,	§	IN THE DISTRICT COURT
individually and on behalf	§	
of Nominal Plaintiff DAJIANG NORTH	§	
AMERICA, LLC, and DAJIANG NORTH	§	
AMERICA, LLC,	§	
	§	
PLAINTIFFS,	§	
	§	
v.	§	200th JUDICIAL DISTRICT
	§	
TAO WANG and HONG KONG DAJIANG	§	
INNOVATION TECHNOLOGY CO., LTD.,	§	
	§	
DEFENDANTS.	§	TRAVIS COUNTY, TEXAS

**PLAINTIFFS' FIRST AMENDED PETITION AND VERIFIED APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION AND PERMANENT INJUNCTION**

Plaintiff Colin Guinn (“Guinn”) files this First Amended Petition as a direct action and derivatively on behalf of nominal Plaintiff Dajiang North America, LLC (“DJI North America”), a company that he, with the help of a talented team, forged into the leading provider of consumer unmanned aerial vehicles in the United States. Plaintiff DJI North America files this action on its own behalf to recover for the substantial damages it has suffered.

Plaintiffs bring these claims against Tao “Frank” Wang (“Wang”) and Hong Kong Dajiang Innovation Technology Co., Limited (“DJI Global,” and collectively, “Defendants”), a Chinese Company of which Wang is the CEO. Defendants have systematically stripped the good and valuable assets from DJI North America in an effort to render DJI North America worthless, depriving Guinn, a 48% interest owner in DJI North America, of the benefits of his ownership in the company.

**I. DISCOVERY CONTROL PLAN DESIGNATION**

- 1. Due to the complexity of this action, Plaintiff intends that a level 3 Discovery Control

Plan govern this case under Rule 190.1 of the Texas Rules of Civil Procedure.

## II. PARTIES

2. Plaintiff Colin Guinn is a resident of the State of Texas. He resides in Travis County and maintains an office at 2301 West Anderson Lane, Suite 200, Austin, Texas 78757. The last three digits of his Texas Driver's License are 879 and the last three digits of his Social Security Number are 856. Guinn has been, at all relevant times, a 48% interest owner in DJI North America.

3. Plaintiff Dajiang North America, LLC is a limited liability company formed and existing under the laws of the State of Texas with its principle place of business located in Travis County, Texas.

4. Defendant Tao "Frank" Wang is a resident of China. He may be served through the Hague Convention with process at his business address, 6/F, HKUST SZ IER Building, No. 9 Yuexing 1<sup>st</sup> Road, South District, Hi-Tech Park, Nanshan, Shenzhen GD, China 518057, or served in accordance with Rule 108 of the Texas Rules of Civil Procedure at that address, or wherever he may be found.

5. Defendant Hong Kong Dajiang Innovation Technology Co., Limited is a foreign corporation organized and existing under the laws of China. It may be served with process and citation through the Hague Convention by serving Tao "Frank" Wang, Jun "Wallace" Chen, or Jia "Swift" Xie as officers of the company, at their principal place of business located at 6F, HKUST SZ IER Bldg. No.9 Yuexing 1st Rd. Hi-Tech Park(South), Nanshan Dist. Shenzhen, Guangdong, China, 518057, or served in accordance with Rule 108 of the Texas Rules of Civil Procedure at that address or wherever they may be found.

### III. JURISDICTION

6. This Court has subject matter jurisdiction over the claims asserted herein, because the Defendants have injured Plaintiffs in an amount greater than this Court's minimum jurisdictional limit.

7. Venue is appropriate in Travis County because all or a substantial part of the actions giving rise to these claims occurred in Travis county, and because DJI North America's principle place of business is in Travis County, Texas.

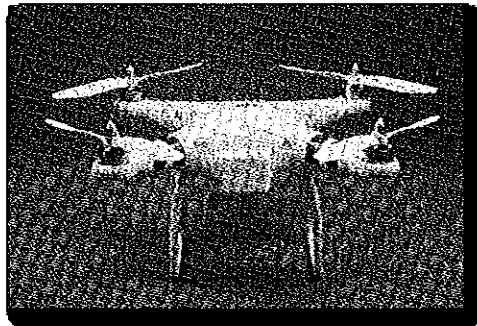
8. Personal jurisdiction is proper over both DJI Global and Wang because they purposefully availed themselves of the privileges of doing business within the State of Texas, including by entering into the Shareholder Agreement in Travis County, Texas, and by misappropriating assets belonging to DJI North America in Travis County, Texas. DJI Global and Wang intentionally and improperly diverted the assets belonging to DJI North America, such assets being located in Travis County, to DJI Global in China. Specifically, DJI Global and Wang have misappropriated all the funds from DJI North America's revenue account, contacted the customers of DJI North America to redirect DJI North America's accounts receivable to themselves, and used their pervasive access to DJI North America's systems, located in Travis County, Texas, to systematically lock DJI North America out of its own systems and accounts. Wang has traveled to and appeared in Travis County, Texas in connection with his improper activities in this state. Wang appeared in Travis County to recruit Guinn to partner with him for the business ventures referenced below. Further, Wang appeared in Austin, Texas when DJI North America moved into its offices there. At that time, Wang signed the Bank of America signature card for the bank in Travis County, Texas. Based on these actions, specifically

directed to cause Plaintiffs' injuries in Travis County, Texas, both venue and jurisdiction are proper before this Court.

#### IV. FACTS

##### A. An Introduction to DJI North America and its President, Colin Guinn.

9. Guinn is the President of DJI North America, which is, with the exception of limited hobby shops, the exclusive U.S. distributor of the Defendants' unmanned aerial vehicles ("UAV's"), which are largely used for aerial photography and cinematography. One popular model, the Phantom, is pictured below.



10. Guinn and his team at DJI North America coined the phrase "The Future of Possible," and for a time this was true of DJI North America.

##### B. Guinn and Wang, CEO of DJI Global, Consider a Mass-Marketing Relationship.

11. Prior to the formation of DJI North America, Guinn ran an aerial cinematography company called AirCam, and Guinn was looking for a way to achieve stabilized video from an unmanned system. Since Guinn had been using DJI Global's helicopter autopilot system on certain of AirCam's helicopters, he contacted Wang, the CEO of DJI Global, to see if DJI Global could engineer a way to achieve a stabilized video from an unmanned aerial system. He and Guinn met in Muncie, Indiana to develop a plan. Wang and Guinn followed this meeting with another in Shenzhen, China, where they worked to develop a proof of concept.



12. The relationship had been successful, so at a trade show in April of 2012, Wang approached Guinn to discuss a partnership to mass-market a gimbal designed to carry small, less expensive, lighter-weight cameras in the United States.

13. More than that, they discussed Guinn's potential to make DJI Global's floundering UAV product line into a commercial success in the United States. Guinn would push commercial acceptance for the products out of the fringe "hobby shop" market and into the mainstream by embracing the UAV's potential to become an aerial camera – for both still and motion pictures.

**C. DJI North America is Formed with Guinn as its President and 48% Interest Owner.**

14. In July 2012, Guinn and Wang formed DJI North America. The parties agreed that Guinn would be DJI North America's president and own a 48% interest in it. The parties later confirmed this relationship in the DJI North America Shareholder Agreement, a true and correct copy of which is attached hereto as Exhibit A.

15. Stated basically, the parties agreed that DJI North America would develop customer accounts in the United States and market and sell UAV's to those customers, which DJI North America would, in turn, purchase from DJI Global. More than that, DJI North America was intended to become the "thought leader" in the UAV industry through, among other things, video creation, extensive public relations, and media exposure.

16. At the time that DJI North America was created, a mere six or seven companies in the United States carried parts and hobby kits for UAV's from DJI Global. These "legacy accounts" were essentially hobby shops, that would eventually become microscopic accounts in comparison to those developed by DJI North America.

17. DJI North America opened an office in Austin, Texas and began the process of hiring talented employees to fulfill its business objectives.

**D. With Guinn at the Helm, DJI North America Becomes the Premier Provider of UAV's in North America and Experiences Extraordinary Growth.**

18. DJI North America's success was meteoric.

19. Prior to the creation of DJI North America, DJI Global was a little known Chinese parts supplier. DJI Global's U.S. sales were negligible, accounting for, on information and belief, approximately one third of the sales occurring in Europe.

20. Through the extensive efforts of Guinn and his team at DJI North America, DJI North America generated unprecedented sales in the United States, eclipsing those of Europe.

21. Under Guinn's leadership, DJI North America achieved this growth through a comprehensive business strategy that was expertly crafted and implemented through the tireless efforts of Guinn and his highly talented team. DJI North America's successful strategy included a five-pronged attack: (1) a comprehensive rebranding effort; (2) a significant internet and social media presence; (3) the product's use in the entertainment industry; (4) the product's appearances at trade show presentations; and (5) the development of strategic partnerships.

22. First, DJI North America did away with the disjointed and confusing pre-existing branding in America, implementing a cohesive brand identity, including the creation of a single logo and slogan – "The Future of Possible" – as well as a unified and attractive packaging theme.

23. Next, DJI North America achieved 27,000 "likes" to its Facebook page and obtained 30,000 YouTube subscribers with more than 4.5 million video views. DJI North America was prominently featured in viral videos, including those made by the popular internet group, "Dude Perfect." Dude Perfect's video, Go Kart Battle, which prominently featured the Phantom, achieved more than 1.4 million views.

24. DJI North America created an extensive library of product-related tutorial videos and became the first in its field to generate high production-value videos tailored for the emerging, first-time UAV consumer.

25. In addition to the extensive internet presence it created, DJI North America achieved substantial success in the entertainment industry. DJI North America gained use of the Phantom in a multitude of movies, such as *How to Make Love Like an Englishman* and *Left Behind*, among many others. It was also prominently utilized in the television industry on such shows as *Modern Family*, *Its Always Sunny in Philadelphia*, *Wipeout*, and many others.

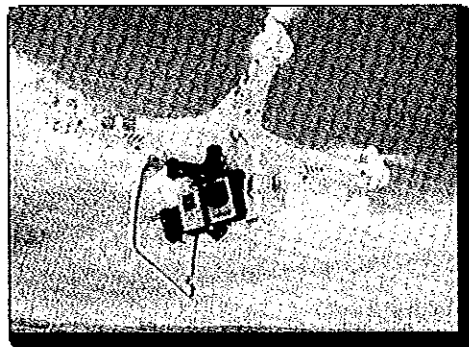
26. Then, in April of 2013, DJI North America achieved a game-changing amount of success and recognition at the NAB Show® (the “NAB”), which is the world’s largest electronic media show covering filmed entertainment and the development, management and delivery of content across all media. The NAB has more than 93,000 attendees from 156 countries and counts more than 1,550 exhibitors.

27. DJI North America was an exhibitor at the 2013 NAB, but its presence was significantly more than a mere trade show booth. DJI North America constructed a massive, two story, interactive enclosure designed to exhibit the Phantom in flight. They held ping-pong tournaments and product giveaways. It was an unmatched success that essentially defined this aspect of the show. Hundreds, if not thousands, of attendees chanted “DJI” as Guinn presented the flying Phantom at the show. DJI North America won “Best New Product” and “Best Video” that year at the NAB. The enclosure at this event is pictured here.



28. DJI North America's success was more than mere "buzz" creation. Through Guinn and his team's tireless efforts, DJI North America developed notable strategic partnerships with entities in the entertainment field and beyond. DJI North America counts Adobe, NBC, SpaceX, GoPro, and National Geographic among its most important strategic partnerships.

29. GoPro – maker of the GoPro versatile, mountable camera – has significantly increased awareness of the types of cinematography and photography made possible with the use of UAV's. Thanks to the efforts of Guinn and his team, the Phantom became GoPro's UAV platform of choice, as pictured here.



30. None of these important strategic partnerships existed before DJI North America, and DJI North America obtained them through the expenditure of significant resources, including money and employee time, effort, and goodwill.

31. DJI North America achieved significant media coverage. Stories on the Phantom and DJI North America appeared in the New York Times, ABC News, The Huffington Post, USA Today, Reuters, Macworld, FOX Business, Popular Science, and the New York Post, among many other online and print publications. In fact, Guinn was recently interviewed for a yet-to-be aired piece produced by *60 Minutes*.

**E. The Promise to Bring the Companies Together.**

32. With DJI North America achieving critical mass in the United States, riding the wave of consumer goodwill and notoriety it created, and achieving significant sales in the United States, DJI North America's success began to eclipse DJI Global itself.

33. In May of 2013, DJI Global and Wang approached Guinn about buying out Guinn's interest in DJI North America in exchange for a percentage of DJI Global, which would result in folding DJI North America fully into DJI Global. Guinn met with Defendants in China at this time to discuss the potential buy-out of Guinn's interest.

34. Defendants offered a surprisingly low 0.3% interest in DJI Global in exchange for Guinn's 48% interest in DJI North America. Guinn immediately rejected the offer because it substantially undervalued his ownership interest in DJI North America. Wang then told Guinn they would come up with a plan that would be workable for both parties, and Guinn continued discussions with Defendants regarding a potential buy-out.

35. At that time, a business consultant was engaged by DJI Global to put together a detailed transition plan to ensure that all finance and accounting systems, processes, procedures,

internal controls, documentation, and staff were in place to allow DJI North America to become the wholly-owned subsidiary of DJI Global through a buy-out of Guinn's interest. As a part of this takeover planning, certain functions were recommended to be transitioned and supported by DJI Global, rather than DJI North America. According to the transition plan, the recommended offshoring of identified business processes created the need to create greater transparency between DJI Global and DJI North America.

36. In June of 2013, DJI Global's representative, Kathy Wang affirmed that the Board of DJI Global had approved the transaction in principle. Kathy Wang was then expected to draft a formal proposal for Guinn's approval.

37. Based on this representation, and in accordance with the transition plan's recommendations, Guinn and his team at DJI North America took a number of steps to provide DJI Global with unfettered access and transparency to DJI North America's most crucial information. To facilitate the eventual combination of the companies, DJI North America provided DJI Global access to its internet-based program Salesforce®, DJI North America's comprehensive customer relationship management tool that maintains detailed customer and account lists, contact information, and sales data. DJI North America's invoicing, accounts receivable, and reporting were all placed under the control of DJI Global.

38. DJI North America also provided DJI Global with access to DJI North America's creative team, who provided training to DJI Global's employees on how to create the high production value UAV marketing videos that had proved so successful for DJI North America. DJI North America provided DJI Global with login access to DJI North America's social media accounts, including its Facebook page and Twitter account. In essence, acting in furtherance of the promises made by Wang and other representatives of DJI Global, DJI North America

provided access to DJI Global of everything needed to *become* DJI North America, which was the stated goal of the proposed buy out.

**F. The Lockout: DJI Global Misappropriates DJI North America's Money, Assets, Goodwill and Intellectual Property to China.**

39. Finally, after months of discussion to make the buy-out workable, Guinn received the purportedly new buy-out proposal. However, for the second time, it became clear that Defendants refused to place any reasonable value on the 48% interest held by Guinn in DJI North America. Rather, Defendants would only again state that Guinn should receive a mere 0.3% of DJI Global in exchange for his 48% interest in DJI North America. But not only would Guinn only receive this miniscule percentage in exchange for his 48% interest, he would also be required to pay an additional \$207,000 cash, forego \$70,000 in "unearned salary," and provide another \$137,000 in cash from his 48% earnings through April. Defendants never offered any explanation for this valuation, other than it "felt right in their hearts." Defendants informed Guinn that if he failed to go along with the offer, Defendants would simply render DJI North America worthless, and cause his 48% ownership interest to become worthless as a result.

40. Due to Defendants' refusal to appropriately value Guinn's 48% interest, Guinn was forced to again reject the offer.

41. On or about November 11, 2013, DJI Global sent an internal communication about "clearing" Guinn from DJI, but the communication indicated that Guinn was to be kept in the dark about it, stating, "[p]lease keep this firstly confidential until DJI officially take action."

42. Therefore, rather than pay Guinn for his 48% interest, or paying DJI North America for its good and valuable assets, Defendants simply *took* all of the good and valuable assets of DJI North America for themselves. Defendants engaged in a systematic course of conduct designed to strip DJI North America of its assets, including by:

- a) misappropriating all the revenue in DJI North America's revenue account without providing DJI North America anything in exchange;
- b) scraping DJI North America's videos from YouTube and Vimeo and placing them on DJI Global's website, treating those videos as if DJI Global created them;
- c) providing UAV's secretly to DJI North America's customers while misrepresenting to DJI North America that there was a backlog in production;
- d) cutting off DJI North America's visibility to its own revenue account;
- e) contacting all of DJI North America's clients and instructing the clients to pay DJI Global directly for product already provided by DJI North America (DJI North America only learned of this instruction through a vendor email);
- f) disabling DJI North America's access to both its Facebook and Twitter accounts; and
- g) seeking to liquidate all of DJI North America's physical assets in the Travis County office.

43. On December 16, 2013, Defendants improperly blocked all of DJI North America's employees from accessing or using their email accounts. That same day, Defendants sent an email to all of DJI North America's customers purporting to take control of all of DJI North America's customer accounts, and falsely indicating that DJI North America had been nothing more than a "liaison" of DJI Global. A true and correct copy of this email is attached hereto as Exhibit B. DJI Global did not communicate these illegal actions to DJI North America; rather, DJI North America learned of the lockout only when their own loyal customers notified DJI North America.

44. Finally, on December 31, 2013 – New Year's Eve – DJI Global stated its intention to have a liquidator come to DJI North America's offices to liquidate all of the equipment, computers and other items at DJI North America's offices.

45. Just as they threatened when Guinn refused to accept just 0.3% of DJI Global in exchange for his 48% interest in DJI North America, DJI Global and Wang have sought to



render Guinn's 48% interest in DJI North America worthless by attempting to render DJI North America itself worthless.

46. These actions were designed to take all of the good and valuable assets of DJI North America and place them within DJI Global in China, out of the reach of Plaintiffs, without providing any payment or benefit to DJI North America or Guinn.

47. Faced with these acts of misconduct and breaches of fiduciary duties by Wang and DJI Global, and with their transparent plan to strip away all of the assets of DJI North America without compensating DJI North America in any way, Plaintiffs are forced to seek relief from this Court.

48. Guinn was a member of the limited liability company at the time of the act or omission complained of and he fairly and adequately represents the interests of the limited liability company in enforcing the right of the limited liability company.

49. Under Texas Business Organizations Code Sec. 101.452, no demand is required.

50. Based on the foregoing, Plaintiffs bring the following claims.

## V. CLAIMS

### COUNT ONE: MINORITY OWNER OPPRESSION.

51. Plaintiff Guinn hereby incorporate and reallege the matters set forth in the preceding paragraphs as if set forth at length.

52. Defendants, as the majority interest owners in DJI North America, engaged in conduct that substantially defeated (and continues to defeat) Guinn's expectations as a minority interest holder, that, objectively viewed, were both reasonable under the circumstances and central to his decision to join the venture. This includes misallocation of valuable company property to DJI Global, among many other things.

53. Defendants engaged in burdensome, harsh, or wrongful conduct as described herein to the detriment of Guinn as a minority interest holder.

54. Defendants engaged in a lack of probity and fair dealing in DJI North America's affairs to the prejudice of Guinn as a minority interest holder.

55. Defendants visibly departed from the standards of fair dealing and a violation of fair play on which each minority interest holder is entitled to rely.

56. As a direct result of Defendants' improper conduct as described herein, Plaintiff has sustained substantial injury for which he seeks appropriate judicial relief including, but not limited to, the equitable remedy of a purchase of his interest in DJI North America for its fair value, the recovery of actual and special monetary damages (including compensatory and consequential damages), interest, costs of court, attorneys' fees, and exemplary damages in a sum within the jurisdictional limits of the Court.

**COUNT TWO: BREACH OF FIDUCIARY DUTY.**

57. Plaintiffs hereby incorporate and reallege the matters set forth in the preceding paragraphs as if set forth at length.

58. Defendants are directors and controlling owners of the limited liability company in which Guinn was a member, and as such they are fiduciaries of Guinn and of DJI North America. Defendants owe to Plaintiffs the duties of loyalty, faithfulness, diligence, and prudence.

59. This cause of action is based upon the tortious acts and omissions of Defendants, as set forth above, including stripping all of the good and valuable assets of DJI North America to place them within DJI Global, and out of the reach of Plaintiffs.

60. Defendants, in their roles as executives or controlling owners of DJI North

America, and otherwise, participated in the acts of mismanagement and breaches of fiduciary duties alleged herein, acted in gross disregard of the facts, or failed to exercise due care to prevent the unlawful and improper conduct described herein.

61. Defendants are responsible for their breaches of fiduciary duty, for stripping away all value from DJI North America for the benefit of DJI Global, and for abdicating their responsibilities to the company and Plaintiff as a member therein, by engaging in the above-referenced acts, by mismanaging DJI North America and misallocating funds and opportunities as described herein.

62. As a result of the misconduct described above, and by failing to properly consider the interests of DJI North America and Guinn as a membership interest owner, Defendants have caused loss and damages to the company, to Guinn and to the value of Guinn's ownership interest in DJI North America as a result.

63. As a result of Defendants' breaches of fiduciary duty, Defendants are liable to Plaintiffs. As a direct result of Defendants' improper conduct as described herein, Plaintiffs have sustained substantial injury for which they seek appropriate judicial relief including, but not limited to, the recovery of actual and special monetary damages (including compensatory and consequential damages), interest, costs of court, attorneys' fees, and exemplary damages in a sum within the jurisdictional limits of the Court.

**COUNT THREE: GROSS MISMANAGEMENT.**

64. Plaintiffs hereby incorporate and reallege the matters set forth in the preceding paragraphs as if set forth at length.

65. Defendants had a duty to Guinn as a minority membership interest owner and to DJI North America to prudently supervise, manage, and control the operations, business, and

internal financial accounting and disclosure controls of DJI North America.

66. Defendants, by their actions and by engaging in the wrongdoing described herein, abandoned and abdicated their responsibilities and duties with regard to prudently managing the business of DJI North America in a manner consistent with the duties imposed upon them by law. By committing the misconduct alleged herein, Defendants breached their duties to Guinn and DJI North America, including the duties of due care, diligence, and candor in the management and administration of DJI North America's affairs and in the use and preservation of company assets, all of which has been to the detriment of Guinn and DJI North America.

67. During the course of discharging their duties, Defendants knew or recklessly disregarded the unreasonable risks and losses associated with their misconduct, yet Defendants caused the company to engage in the improper actions complained of herein which they knew had an unreasonable risk of damage to DJI North America, thus damaging Guinn's membership interest. As a result, Defendants grossly mismanaged DJI North America, thus breaching Defendants' duties to Guinn as a minority membership interest holder and Defendants' duties to DJI North America.

68. As a direct result of Defendants' improper conduct as described herein, Plaintiffs have sustained substantial injury for which they seek appropriate judicial relief including, but not limited to, the recovery of actual and special monetary damages (including compensatory and consequential damages), interest, costs of court, attorneys' fees, and exemplary damages in a sum within the jurisdictional limits of the Court.

**COUNT FOUR: WASTE OF COMPANY ASSETS.**

69. Plaintiffs hereby incorporate and reallege the matters set forth in the preceding paragraphs as if set forth at length.

70. As a result of the misconduct described above, and through Defendants' acts of wasting and misallocating company funds, assets, and/or receivables, as described above and outside of compliance with the governing documents of the corporation, Defendants have failed to properly consider the interests of DJI North America and its minority membership interest holder, Guinn.

71. As a result of this waste of valuable company assets, Defendants are liable to Guinn as a minority interest holder in the company and to DJI North America.

72. Defendants are liable to Plaintiffs. As a direct result of Defendants' improper conduct as described herein, Plaintiffs have sustained substantial injury for which they seek appropriate judicial relief including, but not limited to, the recovery of actual and special monetary damages (including compensatory and consequential damages), interest, costs of court, attorneys' fees, and exemplary damages in a sum within the jurisdictional limits of the Court.

**COUNT FIVE: BREACH OF CONTRACT.**

73. Plaintiffs hereby incorporate and reallege the matters set forth in the preceding paragraphs as if set forth at length.

74. As set forth above, Guinn and Defendants entered into oral and written agreements with respect to the formation, management, and governance of the corporation. These agreements are valid and enforceable under Texas law.

75. Guinn is a party to these agreements and is a proper party to sue for their breach.

76. Guinn performed, tendered performance of, or was excused from performing his contractual obligations, through consideration he provided in connection with receiving his 48% ownership interest in DJI North America.

77. To date, Defendants have failed to comply with their obligations under the agreements as described above, including, without limitation, by stripping all of the good and valuable assets from DJI North America and placing it within DJI Global, out of the reach of Plaintiff, which constitutes a breach of contract.

78. As a direct result of Defendants' improper conduct as described herein, Guinn has sustained substantial injury for which he seeks appropriate judicial relief including, but not limited to, the recovery of actual and special monetary damages (including compensatory and consequential damages), interest, costs of court, attorneys' fees, and exemplary damages in a sum within the jurisdictional limits of the Court.

**COUNT SIX: MONEY HAD AND RECEIVED.**

79. Plaintiffs hereby incorporate and reallege the matters set forth in the preceding paragraphs as if set forth at length.

80. Defendants hold money, including revenue funds from the sale of UAV's by DJI North America, that in equity and good conscience belongs to Plaintiffs.

81. As a direct result of Defendants' improper conduct as described herein, Guinn and DJI North America have sustained substantial injury for which they seek appropriate judicial relief including, but not limited to, the recovery of actual and special monetary damages (including compensatory and consequential damages), interest, costs of court, attorneys' fees, and exemplary damages in a sum within the jurisdictional limits of the Court.

**VI. APPLICATION FOR INJUNCTIVE RELIEF**

82. Plaintiffs incorporate and reallege the matters set forth in the preceding paragraphs as if set forth at length.

83. Based on the facts set forth in this petition and the attached affidavit and other

exhibits to this petition, Plaintiffs make the following application for temporary restraining order, temporary injunction, and permanent injunction.

84. A temporary restraining order shall issue when the applicant shows (1) a probable right to recover on the merits after final hearing and (2) a probable and irreparable injury unless the writ is issued. *Lometa Bancshares v. Potts*, 952 S.W.2d 631, 633 (Tex. App. -- Austin 1997, no pet.). An injunction may issue when “the applicant is entitled to the relief demanded and all or part of the relief requires the restraint of some act prejudicial to the applicant” or when “a party performs or is about to perform or is procuring or allowing the performance of an act relating to the subject of pending litigation, in violation of the rights of the applicant, and the act would tend to render the judgment in that litigation ineffectual.” Tex. Civ. Prac. & Rem. Code § 65.011 (1), (2).

85. It is probable that Plaintiffs will prevail on the merits of this case and receive judgment in the full amount of their claim for damages, equitable relief, attorneys’ fees, and costs of Court because Defendants have engaged in the following improper activities, each of which is prejudicial to applicants and each of which would tend to render the final judgment ineffectual:

- Sweeping the bank account belonging to DJI North America;
- Instructing the customers of DJI North America to pay DJI Global for products already sold to them by DJI North America;
- Directed the customers of DJI North America to purchase products directly from DJI Global, routing sales around DJI North America;
- Locking DJI North America out of its own social media accounts;
- Locking all of DJI North America’s employees out of their email accounts without notice;
- Communicating directly with DJI North America’s customers, on the same day as the lockout, to falsely claim that DJI North America had merely been a “liaison”

between DJI Global and the customers;

- Scraping and using videos created by DJI North America (many of which feature Guinn) and placing them on DJI Global's YouTube account;
- Failing to render distributions to Guinn with respect to his 48% interest, while taking all of the revenue of DJI North America for themselves; and
- Seeking to liquidate all of DJI North America's physical office assets, making it impossible to continue operations.

86. Because Defendants are seeking to misappropriate DJI North America's business in total, these continuing actions will irreparably damage Plaintiffs. Texas Courts have consistently held that when a defendant's improper actions seek to deprive an entity of all of its good and valuable assets, the harm is unequivocally irreparable and no adequate remedy at law exists. *Lometa Bancshares*, 952 S.W.2d at 633 (citing *Minexa Arizona, Inv. v. Staubach*, 667 S.W.2d 563, 567-68 (Tex. App.--Dallas 1984, no writ); *Sonics Int'l Inc. v. Dorchester Enters.*, 593 S.W.2d 390, 393 (Tex. Civ. App.--Dallas 1980, no writ); *Baucum v. Texam Oil Corp.*, 423 S.W.2d 434, 442 (Tex. Civ. App.--El Paso 1967, writ ref'd n.r.e.)).

87. Further, no adequate remedy at law exists, and harm is irreparable, due to Defendants' misuse of DJI North America's intellectual property causing consumer confusion or negative opinions about DJI North America. *Rollins v. Universal Coin & Bullion, Ltd.*, NO. 09-06-150 CV, 2006 Tex. App. LEXIS 8764, at \*13 (Tex. App. Beaumont Oct. 12, 2006). Such harm in this case includes the improper use of DJI North America's customer lists to send false and misleading information about DJI North America to its own customers. The damage that DJI North America will suffer from Defendants' improper use of DJI North America's customer lists will be hard to calculate, thus justifying injunctive relief, because each potential sale lost in the future may never be known. Damages are inadequate, so as to support a temporary injunction, if they are difficult to calculate. *Id.* (citing *Mabrey v. SandStream, Inc.*, 124 S.W.3d



302, 318-19 (Tex. App.--Fort Worth 2003, no pet.) and *K & G Oil Tool & Serv. Co. v. G & G Fishing Tool Serv.*, 158 Tex. 594, 314 S.W.2d 782, 791 (1958)). Therefore, injunctive relief is necessary for this additional reason.

88. Similarly, in the event that Defendants continue to use the client information they have to announce their self-appointed appropriation of all company property, past-damages will not adequately address the damage to client confidence in DJI North America. *Texas Indus. Gas v. Phoenix Metallurgical Corp.*, 828 S.W.2d 529, 533 (Tex. App. – Houston [1<sup>st</sup> Dist.] 1992, no writ).

89. Defendants' actions, and the actions of all persons in active concert or participation with Defendants, will cause Plaintiffs immediate and irreparable harm unless immediately enjoined by the Court. Unless a temporary restraining order as requested below is granted, Plaintiffs will suffer immediate and irreparable injury, loss, or damage.

90. Accordingly, Plaintiffs request that this Court issue a temporary restraining order pursuant to Rule 680 of the Texas Rules of Civil Procedure.

91. **ACTIONS TO BE RESTRAINED.** Plaintiffs request that a temporary restraining order be issued enjoining defendants, and the actions of all persons in active concert or participation with Defendants, providing that they shall:

a) Cease and desist from soliciting Unmanned Aerial Vehicle product or peripheral sales from, or marketing Unmanned Aerial Vehicle products and peripherals to, the clients developed exclusively by DJI North America, which are identified on the attached Exhibit 1, whether by direct communication, product demonstration, or trade show presentation;

b) Cease and desist from selling Unmanned Aerial Vehicle products to the clients developed exclusively by DJI North America, which are identified on the attached Exhibit 1;

c) Except for payments made in satisfaction of invoices for shipments of new products delivered after the date of this order, transferring, taking or accepting any funds in the DJI North America bank accounts;

d) Cease and desist from accepting sales orders from clients developed exclusively by DJI North America, which are identified on the attached Exhibit 1;

e) Provide Plaintiffs with online banking password and login information for DJI North America's bank accounts within 24 hours of receipt of this Order;

f) Provide Plaintiffs with administrator login and password information for DJI North America's social media accounts, including Facebook, Twitter, Vimeo, Google+, and YouTube within 24 hours of receipt of this Order;

g) Remove videos created by DJI North America and videos featuring Guinn from DJI Global's internet sites, including its YouTube account within 24 hours of receipt of this Order; and

h) Cease and desist from any and all attempts to liquidate the assets of DJI North America.

92. **INJUNCTIVE RELIEF.** Upon notice and hearing, Plaintiffs request that this Court temporarily and permanently enjoin Defendants and all persons in active concert or participation with them in the same manner as specifically requested above.

93. Plaintiffs hereby state their willingness to post a bond.

#### **VII. EXEMPLARY DAMAGES**

94. Plaintiffs hereby incorporate and reallege the matters set forth in the preceding paragraphs as if set forth at length.

95. Plaintiffs further allege that because the Defendants' actions as described in more detail herein were malicious and/or grossly negligent, Plaintiffs request that exemplary damages be awarded against Defendants in a sum within the jurisdictional limits of the Court.

#### **VIII. ATTORNEYS' FEES AND COSTS OF COURT**

96. Plaintiffs hereby incorporate and reallege the matters set forth in the preceding paragraphs as if set forth at length.

97. Guinn has retained the firm of Powers Taylor LLP to represent him in this action and has agreed to pay the firms' reasonable and necessary attorneys' fees. DJI North America

has retained the Law Offices of Brad Jackson to represent it in this matter and has agreed to pay the firms' reasonable and necessary attorneys' fees.

98. Plaintiffs seek their reasonable attorneys' fees and costs in pursuing this action in accordance with the Texas Business and Commerce Code and § 38.001 of the Texas Civil Practice & Remedies Code. Plaintiffs further seek their attorneys fees under § 37.009 because such recovery would be just and equitable.

99. All conditions precedent have been performed or have occurred.

#### **IX. DEMAND FOR JURY TRIAL**

100. Plaintiffs demand a trial by jury.

#### **X. PRAYER FOR RELIEF**

FOR THESE REASONS, Plaintiffs pray for judgment against the Defendants, jointly and severally, as follows:

1. An award of Plaintiffs' actual and special damages as pleaded herein, including all contractual, compensatory, consequential, and economic damages, within the jurisdictional limits of the Court;
2. The equitable remedy of a purchase of Guinn's interest in DJI North America for its fair value;
3. Injunctive relief, as detailed herein;
4. Plaintiffs' reasonable attorneys' fees;
5. Costs of court;
6. Pre-judgment and post-judgment interest at the highest rate(s) allowed by law;
7. Statutory damages allowed by law;
8. Exemplary damages; and

9. Such other and further relief, at law or in equity, to which Plaintiffs may be entitled and which this Court deems just and fair.

Respectfully submitted by:

By: /s/ Mark L. Taylor  
Mark L. Taylor  
State Bar No. 00792244  
[mark@powertaylor.com](mailto:mark@powertaylor.com)  
Peyton Healey  
State Bar No. 24035918  
[peyton@powertaylor.com](mailto:peyton@powertaylor.com)

POWERS TAYLOR LLP  
8150 N. Central Expressway, Suite 1575  
Dallas, Texas 75206  
214.239.8900 (Telephone)  
214.239.8901 (Facsimile)

**COUNSEL FOR PLAINTIFF COLIN GUINN**

– and –

By: /s/ Brad Jackson  
Brad Jackson  
State Bar No. 10496460  
[brad@bradjackson.com](mailto:brad@bradjackson.com)

LAW OFFICES OF BRAD JACKSON  
3701 Turtle Creek Blvd., Suite 12G  
Dallas, Texas 75219  
214.526.7800 (Telephone)  
214.526.1955 (Facsimile)

**COUNSEL FOR PLAINTIFF DJI NORTH AMERICA**