

1 Sandra A. Crawshaw-Sparks, SBN 291101
<scrawshaw@proskauer.com>
2 Jennifer L. Jones, SBN 284624
<jljones@proskauer.com>
3 Simona Weil, SBN 316449
<sweil@proskauer.com>
4 PROSKAUER ROSE LLP
2029 Century Park East, 24th Floor
5 Los Angeles, CA 90067-3010
Telephone: (310) 557-2900
6 Facsimile: (310) 557-2193

7 Attorneys for Plaintiff
National Academy of Recording Arts &
8 Sciences, Inc.

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

12 NATIONAL ACADEMY OF
13 RECORDING ARTS & SCIENCES, INC.,
a Delaware corporation,

14 Plaintiff,

15 v.

16 CHRISTIAN GRAMMY AWARDS, a
17 California corporation; AMIGOS UNIDOS
TRANSFORMANDO VIDAS, INC., a
18 California corporation; and KARINA
19 CASTRO GARCIA (*aka* KARINA
CASTRO), an individual,

20 Defendants.
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Case No.

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF
DEMAND FOR JURY TRIAL**

1 Plaintiff National Academy of Recording Arts & Sciences, Inc. (“the
2 Recording Academy”), by its attorneys, Proskauer Rose LLP, for its complaint
3 against defendants Christian Grammy Awards, Amigos Unidos Transformando
4 Vidas, Inc., and Karina Castro Garcia (*aka* Karina Castro) (collectively,
5 “Defendants”), alleges as follows:

6 **NATURE OF THE ACTION**

7 1. This is a complaint for trademark infringement, false association, unfair
8 competition, false advertising, trademark dilution, and cybersquatting in violation of
9 the Lanham Act, 15 U.S.C. §§ 1051 *et seq.* and trademark infringement, trademark
10 dilution, false advertising, and unfair or deceptive business practices under state law
11 arising out of Defendants’ unauthorized use of the GRAMMY® and GRAMMY
12 AWARDS® trademarks in the promotion and marketing of their event, the so-called
13 “Christian Grammy Awards” (which are scheduled to take place on November 21,
14 2019), and in the branding of the organization they registered in the name of the
15 “Christian Grammy Awards.” Defendants’ conduct is a patent attempt to unlawfully
16 profit from the unauthorized use of the Recording Academy’s long-standing,
17 exclusive rights in the internationally-famous GRAMMY brand.

18 **THE PARTIES**

19 2. The Recording Academy is a Delaware not-for-profit corporation with
20 its principal place of business located at 3030 Olympic Boulevard, Santa Monica,
21 California 90404. The Recording Academy has over 18,000 members. For more than
22 60 years the Recording Academy has represented the individuals who contribute to
23 the creation and exploitation of recorded music, including recording artists,
24 musicians, songwriters and record producers. Among other activities, the Recording
25 Academy presents the annual GRAMMY Awards®, the only peer-presented awards
26 that honor artistic achievement in the music industry. The Recording Academy is the
27 owner of the trademarks GRAMMY® and GRAMMY AWARDS®.

1 3. On information and belief, Defendant Christian Grammy Awards is a
2 California public benefit corporation with its principal place of business located at
3 7225 Walnut Drive, Los Angeles, California 90001. Upon further information and
4 belief, Christian Grammy Awards has been promoting, organizing and sponsoring an
5 upcoming event and awards ceremony titled the “Christian Grammy Awards,” with
6 the stated intention of recognizing individuals from the Christian faith for their
7 musical talents. Defendant Christian Grammy Awards is also seeking to profit from
8 the event, by charging \$40 general admission, \$55 medium admission, and \$99.99
9 VIP admission.

10 4. On information and belief, Defendant Amigos Unidos Transformando
11 Vidas, Inc. is a California public benefit corporation with its principal place of
12 business located at 7225 Walnut Drive, Los Angeles, California 90001. Upon further
13 information and belief, Amigos Unidos Transformando Vidas, Inc. is involved in the
14 planning, promotion, and sponsorship of the “Christian Grammy Awards.”

15 5. On information and belief, Defendant Karina Castro Garcia (who is also
16 identified on legal documents by the name “Karina Castro”) is an individual residing
17 in or around Los Angeles, California, the agent for service of process and incorporator
18 of Christian Grammy Awards, and the agent for service of process, incorporator, and
19 Chief Executive Officer for Amigos Unidos Transformando Vidas, Inc.

20 6. Defendants are not affiliated with the Recording Academy, and the
21 Recording Academy has not consented to, sponsored, endorsed, or approved of
22 Defendants’ use of the GRAMMY Trademarks (defined at paragraph 16, below) for
23 any purpose, including in connection with the production or marketing of the
24 “Christian Grammy Awards,” or sale of any products, services or events or
25 presentation of any awards.

26 **JURISDICTION AND VENUE**

27 7. This action arises under the Lanham Act, a federal statute codified at 15
28 U.S.C. §§ 1051, *et seq.*, and California state law.

1 8. This Court has subject matter jurisdiction over this action pursuant to 15
2 U.S.C. § 1121(a), and 28 U.S.C. §§ 1331, 1332(a)(1), and 1338(a). This Court has
3 supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. §§ 1338(b)
4 and 1367(a).

5 9. The Recording Academy is informed and believes, and on that basis
6 alleges, that this Court has personal jurisdiction over Defendants because (i) Christian
7 Grammy Awards is incorporated in California and has an office located at 7225
8 Walnut Drive, Los Angeles, California 90001; (ii) Amigos Unidos Transformando
9 Vidas, Inc. is incorporated in California and has offices located at 7225 Walnut Drive,
10 Los Angeles, California 90001; (iii) on information and belief, Karina Castro Garcia
11 (*aka* Karina Castro) is a resident in the State of California and this judicial district;
12 (iv) Defendants conduct business within the State of California and this judicial
13 district; (v) Defendants have caused their event to be advertised, promoted and sold
14 using the GRAMMY Trademarks within the State of California and this judicial
15 district; (vi) the causes of action asserted in this Complaint arise out of Defendants'
16 contacts with the State of California and this judicial district; and (vii) Defendants
17 have caused tortious injury to the Recording Academy in the State of California and
18 this judicial district.

19 10. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)
20 and (c) because (i) Christian Grammy Awards is incorporated in California and has an
21 office located at 7225 Walnut Drive, Los Angeles, California 90001; (ii) Amigos
22 Unidos Transformando Vidas, Inc. is incorporated in California and has offices
23 located at 7225 Walnut Drive, Los Angeles, California 90001; (iii) on information
24 and belief, Karina Castro Garcia (*aka* Karina Castro) is a resident in the State of
25 California and this judicial district; (iv) Defendants conduct business within the State
26 of California and this judicial district; (v) Defendants have caused its goods and
27 services to be advertised, promoted and sold under the GRAMMY Trademarks within
28 the State of California and this judicial district; (vi) the causes of action asserted in

1 this Complaint arise out of Defendants' contacts with the State of California and this
2 judicial district; (vii) Defendants have caused tortious injury to the Recording
3 Academy in the State of California and this judicial district.

4 **FACTS COMMON TO ALL COUNTS**

5 **The Recording Academy and the GRAMMY Trademarks**

6 11. The Recording Academy has celebrated music through the GRAMMY
7 Awards for more than 60 years, and it is the premier outlet for honoring achievements
8 in the recording arts and supporting the music community. The annual GRAMMY
9 Awards presentation brings together thousands of creative and technical professionals
10 in the recording industry from all over the world.

11 12. Achieving a GRAMMY nomination or GRAMMY Award has been the
12 highest recognition of achievement for sound recording artists and professionals since
13 the first awards were presented in May 1959 to recognize musical excellence in works
14 released the previous year. From the inception of the awards ceremony, the glamour
15 and prestige associated with the GRAMMY name has been undeniable, as Frank
16 Sinatra led the pack of nominees with six nominations and many of music's elite were
17 in attendance at the ceremony that evening, including Sinatra, Sammy Davis Jr., Dean
18 Martin, and Gene Autry.

19 13. Today, the GRAMMY Awards is an internationally televised event,
20 which attracts over 25 million viewers annually. Among the presenters and
21 performers at the most recent ceremony held in February 2019 were Diana Ross,
22 Dolly Parton, Smokey Robinson, Alicia Keyes, and former first Lady Michelle
23 Obama. And the recipients of GRAMMY Awards were some of the biggest names in
24 the music business, including Cardi B., Ariana Grande, Lady Gaga, Kacey
25 Musgraves, Childish Gambino, and Willie Nelson, to name a few.

26 14. The GRAMMY Awards recognize Gospel/Contemporary Christian
27 Music, awarding five distinct awards in this category, including Best Contemporary
28 Christian Music Performance/Song and Best Contemporary Christian Music Album.

1 15. Bestowing a prestigious GRAMMY Award on artists and other industry
2 professionals is not the only way in which the Recording Academy uses the
3 GRAMMY Marks to achieve its mission to positively impact the lives of musicians,
4 industry members and society at large. The Recording Academy achieves this goal
5 through recognizing the best in music through the GRAMMY Awards and also by
6 establishing itself as one of the preeminent arts advocacy and outreach organizations,
7 which it accomplishes through GRAMMY-branded affiliates such as the GRAMMY
8 Museum, the GRAMMY Museum Foundation, and other affiliates, including
9 MusiCares.

10 16. The Recording Academy has used the mark GRAMMY in commerce
11 continuously since at least 1959 and owns numerous trademark registrations for the
12 terms “GRAMMY” and “GRAMMY AWARDS” (collectively, with the GRAMMY
13 Statuette (defined below at paragraph 21), the “GRAMMY Trademarks” or
14 “GRAMMY Marks”):

15 17. Among other registrations, the Recording Academy owns the following
16 registrations (collectively, the “GRAMMY Registrations”):

17 a. U.S. Trademark Registration No. 3,202,214 (first use 1959) for
18 the GRAMMY word mark, which the United States Patent & Trademark
19 Office (“PTO”) issued to the Recording Academy on January 3, 2007 for
20 use in connection with entertainment services, namely, live performances
21 by musical artists and musical groups; entertainment in the nature of
22 televised music awards programs; and an annual awards program for the
23 presentation of awards in recognition of distinguished achievement in the
24 field of music; among other uses. A true and correct copy of this
25 registration certificate is attached as Exhibit A;

26 b. U.S. Trademark Registration No. 3,202,218 (first use 1959) for
27 the GRAMMY AWARDS word mark, which the PTO issued to the
28 Recording Academy on January 23, 2007, for use in connection with

1 educational services, namely, providing incentives to people to
2 demonstrate excellence in the field of music and video arts and sciences
3 through the issuance of awards and, among other things, an annual awards
4 program for the presentation of awards in recognition of distinguished
5 achievement in the field of music. A true and correct copy of this
6 registration certificate is attached as Exhibit B.

7 c. U.S. Trademark Registration No. 887,642 (first use 1959) for the
8 GRAMMY word mark, which the PTO issued to the Recording Academy
9 on March 10, 1970 for use in connection with association services, namely,
10 promoting artistic progress and achievement in the field of recording arts
11 and sciences. A true and correct copy of this registration certificate is
12 attached as Exhibit C; and

13 d. U.S. Trademark Registration No. 2,332,258 (first use 1958) for
14 the GRAMMY word mark, which the PTO issued to the Recording
15 Academy on March 21, 2000 for use in connection with educational
16 services, namely, providing incentives to people to demonstrate excellence
17 in the field of music and video arts and sciences through the issuance of
18 awards. A true and correct copy of this registration certificate is attached as
19 Exhibit D.

20 18. The GRAMMY Registrations are in full force and effect on the PTO's
21 Principal Register and give rise to presumptions in favor of the Recording Academy
22 with respect to validity, ownership, and exclusive rights to use the GRAMMY Marks
23 throughout the United States. Moreover, the GRAMMY Registrations have become
24 incontestable pursuant to 15 U.S.C. § 1065 because each of the registrations was
25 issued over five years ago and the Recording Academy submitted Lanham Act § 15
26 Affidavits, which the U.S. Trademark Office acknowledged.

27 19. As a result of the Recording Academy's extensive use of the GRAMMY
28 Marks nationwide over a period of more than 60 years, significant expenditure of

1 resources to advertise and promote its brand nationwide in a broad variety of trade
2 channels in connection with the GRAMMY Marks, and the undeniable popularity of
3 the annual GRAMMY Awards ceremony and telecast, the GRAMMY Trademarks
4 have a high degree of consumer recognition and have become famous.

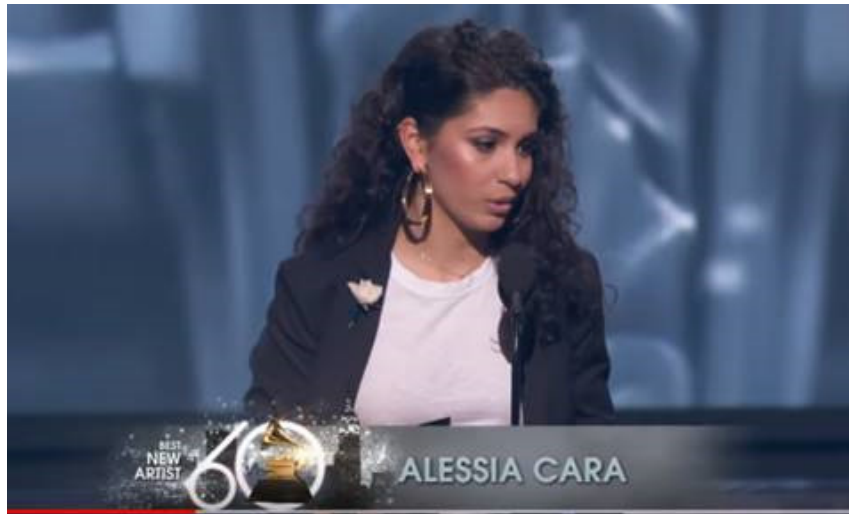
5 20. For over 60 years, the Recording Academy has used a statuette
6 incorporating a gramophone design to honor outstanding musical achievements.

7 21. Each year, at the annual awards ceremony, GRAMMY Award
8 winners are presented with the following statuette, which displays the winner's name
9 ("GRAMMY Statuette"):



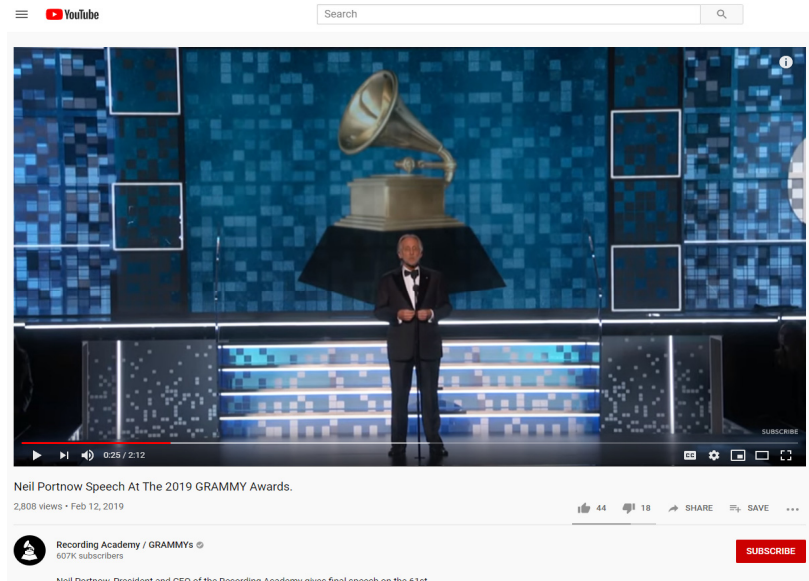
17 22. In addition, the Recording Academy regularly uses its GRAMMY
18 Statuette as a logo to promote the annual GRAMMY Awards ceremony and telecast.

19 23. Each year, in anticipation of the annual GRAMMY Awards ceremony,
20 the Recording Academy creates a specific "telecast" logo that incorporates the
21 GRAMMY Statuette and the edition of the GRAMMY Awards show. This telecast
22 logo is prominently used on air during the telecast and in TV, print, online, and
23 billboard advertising to promote the telecast. The logo is also commercialized in
24 limited edition souvenir merchandise such as hats, shirts, pins, posters and other
25 promotional items and appears on a program book created each year for the
26 GRAMMY Awards ceremony that is distributed to all attendees and is available for
27 sale. See www.grammystore.com.



24. Each year, in anticipation of the GRAMMY Awards ceremony, the Recording Academy releases a GRAMMY nominees album, which features a selection of songs from several of the artists nominated for a GRAMMY Award that year. The annual GRAMMY nominees album displays the GRAMMY Statuette on the cover.

25. In addition to the telecast logo, the GRAMMY Statuette is prominently displayed throughout the televised portion of the GRAMMY Awards telecast. *See* <https://www.youtube.com/watch?v=OrreCydJqZY>.



26. As a result of the Recording Academy's extensive, long-term, and continuous use of the GRAMMY Statuette nationwide, and the undeniable popularity of the annual GRAMMY Awards ceremony and telecast, the Recording Academy has established trademark rights in the GRAMMY Statuette as an indicator of source for a specific awards show.

The Annual Latin GRAMMY Awards

27. In 1997, the Recording Academy launched its first international venture, The Latin Academy of Recording Arts and Sciences, Inc. ("the Latin Recording Academy"), representing a vibrant and passionate creative community.

28. Since 2000, the Latin Recording Academy has organized the annual Latin GRAMMY Awards, recognizing excellence and creating a greater public awareness of the cultural diversity of Latin recording artists and creators, both domestically and internationally.

1 29. The 20th Annual Latin GRAMMY Awards show will take place on
2 November 14, 2019 at the MGM Grand Garden Arena in Las Vegas, Nevada and will
3 be telecast all over the world.

4 **Defendants' Use of the GRAMMY Marks**

5 30. Defendants are well aware of the popularity and fame of the Recording
6 Academy's GRAMMY Trademarks and the goodwill represented and symbolized by
7 these marks.

8 31. Nevertheless, with full awareness of that popularity, fame, and goodwill,
9 Defendants have undertaken unfairly and in bad faith to use the GRAMMY Marks for
10 the purpose of drawing attention to Defendants' event. Defendants have been
11 unfairly trading off the GRAMMY brand by organizing, hosting, advertising, and
12 selling tickets to an event titled the "Christian Grammy Awards."

13 32. Tickets for the event are available here:
14 <https://www3.ticketon.com/event/CHRISTIAN-GRAMMY-AWARDS/391824>.

15 33. Specifically, Defendants are unlawfully infringing the GRAMMY
16 Trademarks by among other things:

- 17 a. Using the GRAMMY Marks to describe or refer to their event;
18 b. Using the GRAMMY Marks to describe or refer to awards
19 presented at their event;
20 c. Using the GRAMMY Marks to advertise their event, including
21 but not limited to in promotional materials, such as flyers and tickets, and
22 on nationwide social media, such as the following representative profiles
23 and pages they apparently control:

- 24 • [https://www3.ticketon.com/event/CHRISTIAN-GRAMMY-A](https://www3.ticketon.com/event/CHRISTIAN-GRAMMY-AWARDS/391824)
25 [WARDS/391824](https://www3.ticketon.com/event/CHRISTIAN-GRAMMY-AWARDS/391824)
26 • <https://www.facebook.com/ChristiangrammyAwards/>
27 • [https://www.facebook.com/pages/category/Music-Award/Chr](https://www.facebook.com/pages/category/Music-Award/Christian-Grammy-Awards-318836312136781/)
28 [istian-Grammy-Awards-318836312136781/](https://www.facebook.com/pages/category/Music-Award/Christian-Grammy-Awards-318836312136781/)

- <https://www.facebook.com/Christian-Grammy-Awards-318836312136781/>
- <https://www.facebook.com/318836312136781/photos/a.318836348803444/410931726260572/?type=3&theater>

d. Using christiangrammyawards@gmail.com as an email address for their event;

e. Using “Christian Grammy Awards” as a YouTube channel to advertise and promote the event “Christian Grammy Awards,” among other things

(<https://www.youtube.com/channel/UCdOVSh71ibXm5NIDgI7aQww>);

and

f. Using or promoting use of the GRAMMY Marks in social media handles and hashtags regarding their events, such as

@Christian_Grammy_Awards and #christiangrammyawards.

34. Defendants unlawfully promote their Christian Grammy Awards organization on the Internet. *See, e.g.,*

<https://www.facebook.com/ChristiangrammyAwards/>.

35. With respect to Defendants' advertising of the "Christian Grammy Awards" event, the word GRAMMY is the largest and most prominent word on the advertisement, claiming, or at a minimum suggesting, sponsorship by or affiliation with the Recording Academy.



36. Defendants are using the following logo to promote the upcoming event and awards ceremony the "Christian Grammy Awards":



37. Upon information and belief, Defendants upcoming event and awards ceremony the “Christian Grammy Awards” is set to take place at 12145 Woodruff Ave., Downey, California 90241 on November 21, 2019, exactly one week after the Latin GRAMMY Awards ceremony, scheduled for November 14, 2019.

38. These actions directly infringe the Recording Academy’s GRAMMY Trademarks and trade off the popularity of the Recording Academy’s Annual GRAMMY Awards.

39. Additionally, Defendants are unlawfully using the GRAMMY Marks in the name of one of the organizations promoting the event, “Christian Grammy Awards.”

40. On September 5, 2019 Defendants filed U.S. Application Serial No. 88,605,478 to register a CHRISTIAN GRAMMY AWARDS word and design mark in Class 35 for “association services, namely, promoting the interests of promoting artistic progress and achievement in the field of recording artist and or musicians in the Christian faith,” which includes the following design:



(the “Christian Grammy Awards Design”). A true and correct copy of this trademark application is attached as Exhibit E.

41. The Christian Grammy Awards Design is substantially similar to the GRAMMY Statuette.

GRAMMY Statuette



Christian Grammy Awards Design



42. Upon information and belief, Defendants created their design using the GRAMMY Statuette as a foundation. The base of the Christian Grammy Awards Design is the same as the base of the GRAMMY Statuette: a black platform with a gold gramophone sound box atop. Defendants' design swaps just the gramophone horn for the clef symbol, but includes the sound box, which serves no purpose in the design except to call to mind the GRAMMY brand.

43. The clef symbol on the Christian Grammy Awards Design does not make is sufficiently different from the GRAMMY Statuette to avoid confusion because other distinctive components of the GRAMMY Statuette are still present.

44. Furthermore, Defendants Karina Castro Garcia (*aka* Karina Castro) and Amigos Unidos Transformando Vidas, Inc. are unlawfully using the GRAMMY Trademarks in the domain name: <christiangrammyawards.com>.

45. Specifically, Defendants Karina Castro Garcia (*aka* Karina Castro) and Amigos Unidos Transformando Vidas, Inc. have registered the domain <christiangrammyawards.com>. A true and correct copy of the registration information from ICANN's WHOIS registry is attached as Exhibit F.

46. The addition of the word "Christian" before "Grammy Awards" is not sufficient to notify a consumer or the media that the ceremony and award presented

1 are not affiliated with the Recording Academy. Among other things, the GRAMMY
2 Awards themselves include a Gospel/Contemporary Christian Music category, and
3 the Recording Academy has licensed the use of the word GRAMMY in connection
4 with awards ceremonies held by its affiliates, such as the Latin GRAMMY Awards.

5 47. As a result, use of the words “Grammy” and “Grammy Awards” in
6 connection with Defendants’ event is likely to suggest to a consumer and the media
7 that the event is produced by, sponsored by and/or affiliated with the Recording
8 Academy itself, particularly given that the Recording Academy and the Latin
9 Recording Academy organize annual GRAMMY Awards ceremonies.

10 48. The Recording Academy has already received inquiries confirming that
11 the public is confused about whether Defendants’ event is affiliated with the
12 Recording Academy, including at least one request from the media to “verify” the
13 event is an “official Grammys event.”

14 49. Given the prominent use of the GRAMMY Marks in connection with the
15 promotion of Defendants’ event, the close timing of Defendants’ upcoming event and
16 awards ceremony and the Latin GRAMMY Awards ceremony, and similar purpose of
17 these events—among other things to honor excellence in music—the Recording
18 Academy’s consumers are likely to mistakenly believe that (1) Defendants’
19 “Christian Grammy Awards” are affiliated with, sponsored by, approved by, or
20 associated with the Recording Academy; (2) Defendants’ “Christian Grammy
21 Awards” are related to the Recording Academy’s Annual GRAMMY Awards
22 ceremony and/or the Latin Recording Academy’s Annual GRAMMY Awards
23 ceremony; and/or (3) that the tickets the consumer is purchasing for Defendants’
24 “Christian Grammy Awards” are to an event sponsored by or associated with the
25 Recording Academy or the Latin Recording Academy, when in fact they are not.

26 50. Indeed, upon information and belief, Defendants’ use of the GRAMMY
27 Marks has no purpose other than to confuse consumers and to profit from the
28

1 goodwill and consumer recognition associated with the Recording Academy and its
2 GRAMMY Trademarks.

3 **Defendants' Continued, Willful Infringement**

4 51. On September 10, 2019, having discovered Defendants' unlawful
5 conduct described herein, counsel for the Recording Academy put Defendants on
6 notice that its "Christian Grammy Awards" infringes the Recording Academy's rights
7 in the GRAMMY Marks. Specifically, counsel for the Recording Academy "ask[ed]
8 that Amigos Unidos Transformando Vidas change the name of its upcoming event
9 and awards ceremony to remove any use of the GRAMMY Marks [and...] that it
10 update all of its advertisements and promotional materials for the event to reflect the
11 new non-infringing name, and that Amigos Unidos Transformando Vidas inform its
12 business partners such as nominees, sponsors, vendors, and venue of this important
13 change." Counsel for the Recording Academy also asked for acknowledgement of
14 receipt of the letter and compliance with its requests by September 25, 2019. A true
15 and correct copy of this correspondence is attached as Exhibit G.

16 52. Defendants did not respond to the September 10, 2019 correspondence
17 and continued to directly infringe the GRAMMY Trademarks.

18 53. After issuing the September 10, 2019 correspondence, the Recording
19 Academy learned of Defendants application to trademark the "Christian Grammy
20 Awards" mark.

21 54. On October 14, 2019, the Recording Academy filed a Letter of Protest to
22 the Commissioner of Trademarks regarding Application Serial No. 88,605,478 for the
23 mark "CHRISTIAN GRAMMY AWARDS." A true and correct copy of the filing
24 receipt for the Letter of Protest is attached as Exhibit H.

25 55. Having heard no response from Defendants following the September 10,
26 2019 correspondence and October 14, 2019 Letter of Protest, the Recording
27 Academy's counsel again wrote to Defendants on October 22, 2019 and (a) informed
28 Defendants' that the use the name "Christian Grammy Awards" for an event, and the

1 use and/or registration of “Christian Grammy” for an organization name is unlawful;
2 (b) demanded that Defendants change the name of the upcoming Christian Grammy
3 Awards event and awards ceremony to remove any use of the GRAMMY Marks; (c)
4 demanded that Defendants update all advertisements and promotional materials for
5 the event to reflect the new non-infringing name; (d) demanded that Defendants
6 inform all business partners such as nominees, sponsors, vendors, and venue of this
7 important change; (e) demanded that Defendants delete all social media pages using
8 the name Christian Grammy or Christian Grammy Awards; (f) demanded that
9 Defendants change the name of the Christian Grammy Awards corporation to a name
10 that does not include GRAMMY; and (g) demanded that Defendants expressly
11 abandon U.S. Application Serial No. 88,605,478. A true and correct copy of this
12 correspondence is attached as Exhibit I.

13 56. On October 28, 2019, an Attorney Advisory in the Office of the Deputy
14 Commissioner for Trademark Examination Policy issued a Letter of Protest
15 Memorandum, accepting the Recording Academy’s Letter of Protest concerning U.S.
16 Application Serial No. 88605478 for the mark CHRISTIAN GRAMMY AWARDS
17 “because the evidence submitted by the protester is relevant and may support a
18 reasonable ground for refusal appropriate in ex parte examination.” A true and
19 correct copy of the Letter of Protest Memorandum is attached as Exhibit J.

20 57. As of the date of this filing, Defendants have not responded to any of the
21 Recording Academy’s correspondence or complied with any of its demands.

22 58. The social media pages referenced above at ¶¶ 33(c) and 34, and
23 YouTube channel referenced above at ¶ 33(e) are still active and continue to reflect
24 the very kinds of promotional and other uses of the GRAMMY Marks which infringe
25 upon the Recording Academy’s rights. *See* examples attached as Exhibit K.

26 59. Defendants’ failure to comply with the Recording Academy’s demands
27 demonstrates a deliberate intent to continue to wrongfully compete with the
28

1 Recording Academy and to willfully infringe the Recording Academy's rights in the
2 GRAMMY Trademarks.

3 60. Defendants' unlawful activities have already resulted in consumer
4 confusion and are irreparably injuring the Recording Academy. Defendants' conduct
5 and the harm caused to the Recording Academy will continue unless and until halted
6 by this Court. The Recording Academy seeks temporary, preliminary and permanent
7 injunctive relief, corrective advertising, disgorgement of profits made by Defendants
8 attributable to their infringement of the GRAMMY Marks, including but not limited
9 to all profits earned from Defendants' sale of tickets to the "Christian Grammy
10 Awards", treble damages based on Defendants' willful conduct, punitive damages
11 and reasonable attorneys' fees.

12 **COUNT I**

13 **TRADEMARK INFRINGEMENT IN VIOLATION OF 15 U.S.C. § 1114**

14 61. The Recording Academy repeats and realleges every allegation
15 contained in paragraphs 1-60 as though fully set forth herein.

16 62. The GRAMMY Trademarks are inherently distinctive, strong, valid, and
17 protectable trademark owned by the Recording Academy.

18 63. Defendants are infringing the Recording Academy's GRAMMY
19 Trademarks in connection with its marketing and promotion of the "Christian
20 Grammy Awards" event/ ceremony and in the use of the Recording Academy's
21 registered trademarks in the organization name Christian Grammy Awards.

22 64. Defendants' use of the GRAMMY Trademarks in connection with its
23 event and organization has caused and/or is likely to cause confusion, mistake, or
24 deception as to the source or sponsorship of the event and sale of tickets and/or is
25 likely to lead the consuming public to believe that the Recording Academy has
26 authorized, approved, or somehow sponsored Defendants' event and organization.

27 65. Moreover, Defendants' use of the GRAMMY Marks in connection with
28 the presentation of awards at their event is likely to cause confusion, mistake, or

1 deception as to the source, sponsorship, or affiliation of the awards presented and/or is
2 likely to lead the consuming public to believe that the Recording Academy has
3 authorized, approved, or somehow sponsored Defendants' awards.

4 66. Defendants' display or use of the GRAMMY Trademarks is and has
5 been without the consent or authorization of the Recording Academy and for
6 commercial purposes.

7 67. The actions of Defendants described above and specifically, without
8 limitation, Defendants' use of the Recording Academy's GRAMMY Trademarks on
9 their event and organization name constitutes trademark infringement in violation of
10 15 U.S.C. § 1114.

11 68. Defendants have been, and will continue to be, damaged and irreparably
12 harmed by the actions of Defendants, which will continue unless Defendants are
13 enjoined by this Court. The Recording Academy has no adequate remedy at law in
14 that the amount of damage to the Recording Academy's reputation and the diminution
15 of the goodwill of the GRAMMY Trademarks is difficult to ascertain with specificity.
16 The Recording Academy is therefore entitled to injunctive relief pursuant to 15
17 U.S.C. § 1116.

18 69. The Recording Academy is entitled to recover damages in an amount to
19 be determined at trial and the profits made by Defendants on the sales of tickets to its
20 event the "Christian Grammy Awards." Furthermore, the Recording Academy is
21 informed and believes, and on that basis alleges, that the actions of Defendants were
22 undertaken willfully and with the intention of causing confusion, mistake, and
23 deception, making this an exceptional case entitling the Recording Academy to
24 recover treble damages, reasonable attorneys' fees, and costs pursuant to Section 35
25 of the Lanham Act, 15 U.S.C. § 1117.

COUNT II

**FALSE ASSOCIATION AND/OR FALSE DESIGNATION IN VIOLATION
OF 15 U.S.C. § 1125(a)(1)(A)**

70. The Recording Academy repeats and realleges every allegation contained in paragraphs 1-60 as though fully set forth herein.

71. Defendants have used in commerce and without the Recording Academy's authorization or consent the GRAMMY Trademarks in connection with Defendants' event, "Christian Grammy Awards," including the marketing and promotion thereof.

72. Defendants' actions as described herein have caused and are likely to cause confusion and deception among the consuming public and are likely to lead the consuming public to believe that the Recording Academy has authorized, approved, or somehow sponsored Defendants' "Christian Grammy Awards" event and the awards Defendants present at that event.

73. Defendants' actions constitute false association and false designation of origin in violation of 15 U.S.C. § 1125(a)(1)(A).

74. The Recording Academy has been, and will continue to be, damaged and irreparably harmed by the actions of Defendants, which will continue unless Defendants are enjoined by this Court. The Recording Academy has no adequate remedy at law in that the amount of damage to the Recording Academy's reputation and the diminution of the goodwill of the GRAMMY Trademarks is difficult to ascertain with specificity. The Recording Academy is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

75. The Recording Academy is entitled to recover damages in an amount to be determined at trial and the profits made by Defendants on the sales of tickets to its event the "Christian Grammy Awards." Furthermore, the Recording Academy is informed and believes, and on that basis alleges, that the actions of Defendants were undertaken willfully and with the intention of causing confusion, mistake, and

1 deception, making this an exceptional case entitling the Recording Academy to
2 recover treble damages, reasonable attorneys' fees, and costs pursuant to Section 35
3 of the Lanham Act, 15 U.S.C. § 1117, as well as prejudgment interest.

4 **COUNT III**

5 **UNFAIR COMPETITION IN VIOLATION OF 15 U.S.C. § 1125(a)(1)(A)**

6 76. The Recording Academy repeats and realleges every allegation
7 contained in paragraphs 1-60 as though fully set forth herein.

8 77. Defendants have used in commerce and without the Recording
9 Academy's authorization or consent the GRAMMY Trademarks in connection with
10 Defendants' marketing and sale of tickets to the "Christian Grammy Awards."

11 78. Defendants' actions as described herein are likely to cause confusion and
12 deception among the consuming public and are likely to lead the consuming public to
13 believe that the Recording Academy has authorized, approved, or somehow
14 sponsored Defendants' "Christian Grammy Awards" show.

15 79. Defendants' actions constitute false association, false designation of
16 origin, and unfair competition in violation of 15 U.S.C. § 1125(a)(1)(A).

17 80. The Recording Academy has been, and will continue to be, damaged and
18 irreparably harmed by the actions of Defendants, which will continue unless
19 Defendants are enjoined by this Court. The Recording Academy has no adequate
20 remedy at law in that the amount of damage to the Recording Academy's reputation
21 and the diminution of the goodwill of the GRAMMY Trademarks is difficult to
22 ascertain with specificity. The Recording Academy is therefore entitled to injunctive
23 relief pursuant to 15 U.S.C. § 1116.

24 81. The Recording Academy is entitled to recover damages in an amount to
25 be determined at trial and the profits made by Defendants on the sales of tickets to the
26 "Christian Grammy Awards." Furthermore, the Recording Academy is informed and
27 believes, and on that basis alleges, that the actions of Defendants were undertaken
28 willfully and with the intention of causing confusion, mistake, and deception, making

1 this an exceptional case entitling the Recording Academy to recover treble damages,
2 reasonable attorneys' fees, and costs pursuant to Section 35 of the Lanham Act, 15
3 U.S.C. § 1117, as well as prejudgment interest.

4 **COUNT IV**

5 **FALSE ADVERTISING IN VIOLATION OF 15 U.S.C. § 1125(a)(1)(B)**

6 82. The Recording Academy repeats and realleges every allegation
7 contained in paragraphs 1-60 as though fully set forth herein.

8 83. Defendants have used in commerce and without the Recording
9 Academy's authorization or consent the GRAMMY Trademarks in connection with
10 Defendants' advertising, promotion of and sale of tickets to the "Christian Grammy
11 Awards."

12 84. Defendants' actions as described herein misrepresent the nature,
13 characteristics, and qualities of the Defendants' upcoming event/ awards ceremony.

14 85. Defendants' actions constitute false advertising in violation of 15 U.S.C.
15 § 1125(a)(1)(B).

16 86. The Recording Academy has been, and will continue to be, damaged and
17 irreparably harmed by the actions of Defendants, which will continue unless
18 Defendants are enjoined by this Court. The Recording Academy has no adequate
19 remedy at law in that the amount of damage to the Recording Academy's reputation
20 and the diminution of the goodwill of the GRAMMY Trademarks is difficult to
21 ascertain with specificity. The Recording Academy is therefore entitled to injunctive
22 relief pursuant to 15 U.S.C. § 1116.

23 87. The Recording Academy is entitled to recover damages in an amount to
24 be determined at trial and the profits made by Defendants on the sales of tickets to the
25 "Christian Grammy Awards." Furthermore, the Recording Academy is informed and
26 believes, and on that basis alleges, that the actions of Defendants were undertaken
27 willfully and with the intention of causing confusion, mistake, and deception, making
28 this an exceptional case entitling the Recording Academy to recover treble damages,

1 reasonable attorneys' fees, and costs pursuant to Section 35 of the Lanham Act, 15
2 U.S.C. § 1117, as well as prejudgment interest.

3 **COUNT V**

4 **TRADEMARK DILUTION IN VIOLATION OF 15 U.S.C. § 1125(c)**

5 88. The Recording Academy repeats and realleges every allegation
6 contained in paragraphs 1-60 as though fully set forth herein.

7 89. The Recording Academy is the owner of the GRAMMY Trademarks,
8 which is and has become famous by virtue of, *inter alia*, its strong brand recognition,
9 extent of use, extent of advertising, publicity, and nationwide usage.

10 90. Defendants' foregoing willful and bad faith acts dilute and tarnish, and
11 are likely to and will continue to dilute and tarnish, the distinctive qualities of the
12 Recording Academy's trademark in violation of Section 43 of the Lanham Act, 15
13 U.S.C. 1125(c).

14 91. Defendants' infringing use began after the GRAMMY Trademarks
15 became famous.

16 92. Defendants' acts described above have and will continue to impair the
17 GRAMMY Marks' ability to act as distinctive identifiers of source or origin, tarnish
18 the GRAMMY Marks and harm their reputation, and diminish the integrity of the
19 products and services with which the GRAMMY Marks are associated.

20 93. The Recording Academy has been, and will continue to be, damaged and
21 irreparably harmed by the actions of Defendants, which will continue unless
22 Defendants are enjoined by this Court. The Recording Academy has no adequate
23 remedy at law in that the amount of damage to the Recording Academy's reputation
24 and the diminution of the goodwill of the GRAMMY Trademarks is difficult to
25 ascertain with specificity. The Recording Academy is therefore entitled to injunctive
26 relief pursuant to 15 U.S.C. § 1116.

27 94. The Recording Academy is entitled to recover damages in an amount to
28 be determined at trial and the profits made by Defendants on the sales of tickets to the

1 “Christian Grammy Awards.” Furthermore, the Recording Academy is informed and
2 believes, and on that basis alleges, that the actions of Defendants were undertaken
3 willfully and with the intention of causing confusion, mistake, and deception, making
4 this an exceptional case entitling the Recording Academy to recover treble damages,
5 reasonable attorneys’ fees, and costs pursuant to Section 35 of the Lanham Act, 15
6 U.S.C. § 1117, as well as prejudgment interest.

7 **COUNT VI**

8 **COMMON LAW TRADEMARK INFRINGEMENT**

9 95. The Recording Academy repeats and realleges every allegation
10 contained in paragraphs 1-60 as though fully set forth herein.

11 96. Defendants’ conduct, as described above, concerning Defendants’
12 “Christian Grammy Awards” event and “Christian Grammy Awards” organization,
13 including but not limited to Defendants use of the GRAMMY Marks and employing a
14 design mark that is substantially similar to the GRAMMY Statuette, constitutes
15 trademark infringement in violation of the common law of California.

16 97. As a direct and proximate result of Defendants’ conduct alleged herein,
17 the Recording Academy has suffered injury and has lost money or property, causing
18 damage to the Recording Academy in an amount to be determined at trial.

19 98. Defendants’ acts have caused, and will continue to cause, irreparable
20 injury to the Recording Academy and its business, reputation, and trademarks, unless
21 and until Defendants are permanently enjoined.

22 **COUNT VII**

23 **TRADEMARK DILUTION**

24 **IN VIOLATION OF CAL. BUS. & PROF. CODE § 14247**

25 99. The Recording Academy repeats and realleges every allegation
26 contained in paragraphs 1-60 as though fully set forth herein.

106. Members of the public are likely to be confused and deceived into believing that Defendants’ “Christian Grammy Awards” ceremony and “Christian Grammy Awards” organization are sponsored by or affiliated with the Recording Academy.

107. Defendants' conduct as described herein constitutes unfair, unlawful and/or fraudulent business practices that have injured and will continue to injure the Recording Academy's business in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

108. Defendants' acts have caused, and will continue to cause, irreparable injury to the Recording Academy and its business, reputation, and trademarks, unless and until Defendants are permanently enjoined.

109. As a direct and proximate result of Defendants' conduct alleged herein, Defendants have been unjustly enriched and should be ordered to disgorge any and all profits earned as a result of such unfair, unlawful and/or fraudulent conduct.

COUNT IX

FALSE ADVERTISING

IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17500, *et seq.*

110. The Recording Academy repeats and realleges every allegation contained in paragraphs 1-60 as though fully set forth herein.

111. Defendants’ conduct, as described above, concerning Defendants’ “Christian Grammy Awards” event and “Christian Grammy Awards” organization, constitutes the dissemination of untrue and misleading statements, which Defendants know, or should have known by the exercise of reasonable care, are untrue or misleading.

112. Defendants' conduct as described above is in violation of Cal. Bus. & Prof. Code §§ 17500, *et seq.*

113. As a direct and proximate result of Defendants' conduct alleged herein, the Recording Academy has suffered injury and has lost money or property as a result

1 of such untrue or misleading statements, causing damage to the Recording Academy
2 in an amount to be determined at trial.

3 114. Defendants' acts have caused, and will continue to cause, irreparable
4 injury to the Recording Academy and its business, reputation, and trademarks, unless
5 and until Defendants are permanently enjoined.

6 **COUNT XI**

7 **CYBERSQUATTING**

8 **IN VIOLATION OF 15 U.S.C. § 1125(d)**

9 115. The Recording Academy repeats and realleges every allegation
10 contained in paragraphs 1-60 as though fully set forth herein.

11 116. Defendants registered, trafficked in, or used the
12 <christiangrammyawards.com> domain name.

13 117. The GRAMMY Trademarks were distinctive and federally registered at
14 the United States Patent and Trademark Office at the time Defendants registered and
15 used the <christiangrammyawards.com> domain name.

16 118. The <christiangrammyawards.com> domain name is confusingly similar
17 to the GRAMMY Trademarks.

18 119. Defendants registered, trafficked in, or used the
19 <christiangrammyawards.com> domain name with a bad faith intent to profit from
20 the GRAMMY Trademarks.

21 120. Defendants do not have any intellectual property rights or any other
22 rights in the GRAMMY Trademarks.

23 121. To the extent the <christiangrammyawards.com> domain name consists
24 of the name of one of the Defendants, the registration of that name by Defendants was
25 unlawful.

26 122. Defendants have not made any use of any of the
27 <christiangrammyawards.com> domain name in connection with the *bona fide*
28 offering of any goods or services.

1 123. Defendants have not made any *bona fide* fair use of the GRAMMY
2 Trademarks on a website accessible under the <christiangrammyawards.com>
3 domain name.

4 124. Defendants registered and used the <christiangrammyawards.com>
5 domain name to divert consumers from the Recording Academy's
6 www.grammy.com website to a website accessible under the
7 <christiangrammyawards.com> domain name for Defendants' commercial gain by
8 creating a likelihood of confusion as to the source, sponsorship, affiliation, or
9 endorsement of his website.

10 125. The GRAMMY Trademarks are famous within the meaning of 15
11 U.S.C. § 1125(c).

12 126. Defendants' registration, use, or trafficking in the
13 <christiangrammyawards.com> domain name constitutes cybersquatting in violation
14 of 15 U.S.C. § 1125(d), entitling the Recording Academy to relief.

15 127. By reason of Defendants acts alleged herein, the Recording Academy's
16 remedy at law is not adequate to compensate them for the injuries inflicted by
17 Defendants. Accordingly, the Recording Academy is entitled to preliminary and
18 permanent injunctive relief pursuant to 15 U.S.C. § 1116.

19 128. By reason of Defendants' acts alleged herein, the Recording Academy is
20 entitled to recover Defendants' profits, actual damages and the costs of the action, or
21 statutory damages under 15 U.S.C. § 1117, on election by the Recording Academy, in
22 an amount of one hundred thousand dollars (\$100,000) per domain name
23 infringement.

24 129. This is an exceptional case making the Recording Academy eligible for
25 an award of attorneys' fees under 15 U.S.C. § 1117.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, the Recording Academy prays for judgment as follows:
28

1 1. Temporarily, preliminarily and permanently enjoining Defendants, their
2 officers, agents, servants, employees, representatives, successors, and assigns, and all
3 persons or entities acting in concert or participation with any or all of them, from
4 engaging or participating in, either directly or indirectly, any and all of the following
5 conduct:

6 (a) Using, displaying or incorporating the “GRAMMY” name and/or
7 GRAMMY Marks in connection with the marketing, promotion, advertising, or sale
8 of tickets to any events or awards ceremonies, including but not limited to the
9 upcoming “Christian Grammy Awards” event and awards ceremony currently
10 scheduled to proceed on November 21, 2019;

11 (b) Using, displaying or incorporating the “GRAMMY” name and/or
12 GRAMMY Marks in connection with any entity or corporation that hosts events or
13 award ceremonies or bestows awards, including but not limited to using the entity
14 name “Christian Grammy Awards” as a legal name of a corporation or doing business
15 under such name;

16 (c) Using, displaying or incorporating the Christian Grammy Awards
17 Design in connection with the marketing, promotion, advertising, or sale of tickets to
18 any events or awards ceremonies, including but not limited to the upcoming
19 “Christian Grammy Awards” event and awards ceremony currently scheduled to
20 proceed on November 21, 2019, and in connection with any entity or corporation that
21 hosts events or award ceremonies or bestows awards, including but not limited to the
22 “Christian Grammy Awards” organization;

23 (d) Registering, using, or trafficking in any domain name that uses the
24 “GRAMMY” name and/or GRAMMY Trademarks, or that is identical or confusingly
25 similar to the GRAMMY Trademarks, including but not limited to taking any action
26 to establish a live website on the registered domain <christiangrammyawards.com>;
27 and
28

1 (e) Continued prosecution of the application to register the
2 CHRISTIAN GRAMMY AWARDS word and design mark, U.S. Application Serial
3 No. 88,605,478.

4 2. Directing that Defendants publish notices to all media and purchasers of
5 tickets to their event the “Christian Grammy Awards” (a) advising of their unlawful
6 use of the GRAMMY Trademarks and GRAMMY Statuette; (b) setting forth the new
7 name for their event and organization, (c) stating that Defendants had no authority to
8 use the GRAMMY Trademarks and (d) stating that Defendants and their event are not
9 affiliated with, endorsed by, or sponsored by the Recording Academy;

10 3. Directing that Defendants recall from the trade and all distribution
11 channels any and all products, packaging, advertising and promotional materials
12 bearing the GRAMMY Marks;

13 4. Directing that Defendants expressly abandon the registration for the
14 entity incorporated under the laws of the State of California as the “Christian Grammy
15 Awards”;

16 5. Directing that Defendants assign to the Recording Academy all rights to
17 the <christiangrammyawards.com> domain name;

18 6. Directing that Defendants expressly abandon U.S. Application Serial
19 No. 88,605,478 for the CHRISTIAN GRAMMY AWARDS word and design mark;

20 7. Directing that Defendants be required to file with the Court and serve on
21 the Recording Academy, within ten (10) days after entry of a final injunction, a report
22 in writing under oath setting forth in detail the manner and form in which Defendants
23 have complied with the injunction;

24 8. Directing that Defendants account to the Recording Academy for all
25 gains, profits, revenues and advantages derived from their wrongful conduct
26 described herein;

1 9. Directing that Defendants pay the Recording Academy such damages as
2 it has sustained as a consequence of Defendants' wrongful conduct described herein,
3 with the precise amount to be determined at trial;

4 10. Directing that Defendants pay the Recording Academy punitive
5 damages, in an amount to be determined at trial, as a result of Defendants' malicious,
6 wanton and/or oppressive conduct pursuant to Cal. Civ. Code § 3294;

7 11. Directing that Defendants pay the Recording Academy three times all of
8 Plaintiffs' damages suffered as a result of Defendants' willful, intentional, and
9 deliberate acts in violation of the Lanham Act, as well as the Recording Academy's
10 costs, attorneys' fees, and expenses in this suit under Cal. Bus. & Prof. Code §§ 14247
11 and 14250 and because this is an "exceptional case" under Section 35 of the Lanham
12 Act, 15 U.S.C. § 1117;

13 12. Directing that the Recording Academy be awarded \$100,000 per
14 infringing domain name in statutory damages by reason of Defendants'
15 cybersquatting in accordance with the provisions of 15 U.S.C. § 1117;

16 13. Directing that Defendants pay to the Recording Academy pre- and
17 post-judgment interest;

18 14. Directing such other action as the Court may deem just and proper to
19 prevent the trade and public from deriving the mistaken impression that any products
20 or services offered, advertised, or promoted by or on behalf of Defendants are
21 authorized by or affiliated with the Recording Academy or related any way to the
22 Recording Academy's products or services; and
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1
2 **DEMAND FOR JURY TRIAL**

3 Plaintiff National Academy of Recording Arts & Sciences, Inc. hereby
4 demands a trial by jury.

5 DATED: October 30, 2019

Sandra A. Crawshaw-Sparks
Jennifer L. Jones
Simona Weil
PROSKAUER ROSE LLP

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8
9 /s/ Jennifer L. Jones
Jennifer L. Jones

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11 Attorneys for Plaintiff
National Academy of Recording Arts &
12 Sciences, Inc.
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