



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
CIVIL DIVISION**

DR. HENRY PANION III,)	
)	
PLAINTIFF,)	
)	
VS.)	CASE NO. _____
)	
VERNICE WATSON & THE ARTIST COMPANY)	
INTERNATIONAL,)	
)	
DEFENDANTS.)	

COMPLAINT

Comes now the plaintiff, DR. HENRY PANION III, hereinafter referred to as "plaintiff," by his attorney and say the following:

I. PARTIES

1. The plaintiff, DR. HENRY PANION III, is over nineteen years old and a resident of the State of Alabama. The plaintiff does business as Audiostate 55 and as Gospel Goes Classical, LLC.
2. The defendant VERNICE WATSON is over nineteen years old and a resident of the State of Maryland.
3. The defendant THE ARTIST COMPANY INTERNATIONAL (hereinafter referred to as "defendants"), is a sole proprietorship, partnership, corporation, or other business organized under the laws of the United States and its principal place of business is Maryland.

II. JURISDICTION

4. The plaintiff brings this action pursuant to the

Lanham Act (15 U.S.C.A. § 1114, et. seq.), pursuant to the Alabama Deceptive Trade Practices Act (Alabama Code § 8-19-1, et. seq.) and pursuant to state and federal common law.

III. CAUSES OF ACTION

COUNT ONE - BREACH OF CONTRACT

5. The plaintiff re-alleges and incorporates by reference paragraphs 1 - 4 as if fully set out below.

6. Dr. Henry Panion III is a conductor, composer, arranger, producer and distinguished University professor. Throughout his career, he has fostered a symbiotic relationship between classical music performed by full orchestras and other genres of music. Specifically, he is credited with creating the concept of merging classical music played by full orchestras with the gospel music genre.

7. Vernice Watson is a veteran gospel industry executive and owner of the Artist Company International whose primary place of business is in Maryland.

8. During 2003, the plaintiff and defendant created and co-founded the Gospel Goes Classical brand to promote and market the merger of gospel and classical music.

9. At all times relevant hereto, the defendant and the plaintiff shared, contributed to and jointly created the marks, logos, methods of operating, brand, and ideas embodied in the Gospel Goes Classical brand. Both the defendant and the

plaintiff contributed significant financial, human and in-kind capital to the creation of the Gospel Goes Classical brand.

10. The plaintiff and defendant agreed to share in the decision making, expenses, start-up capital and in the commercial profits of the Gospel Goes Classical brand.

11. In spite of this agreement, the defendant unilaterally and without the input of the plaintiff, registered a federal trademark of the Gospel Goes Classical brand. The defendant registered said brand as a sole owner of the same and failed to properly credit the plaintiff's role as co-founder and co-owner.

12. Furthermore, the defendants have proceeded to use the Gospel Goes Classical brand and make significant commercial and business decisions regarding the same, both nationally and internationally, without any input from the plaintiff.

13. The defendants' have, therefore, failed to honor the plaintiff and defendants' initial agreement and the defendants are now in breach of the same.

14. As a result of the defendants' breach, the plaintiff has suffered economic damage, lost profits, damages to his reputation, emotional distress and injury to the Gospel Goes Classical brand and continues to do the same.

COUNT TWO - VIOLATION OF LANHAM ACT

15. The plaintiff re-alleges and incorporate by reference paragraphs 1 - 14 as if fully set out below.

16. The defendants fraudulently and falsely registered the Gospel Goes Classical trademark by falsely and fraudulently misrepresenting the true owners of said mark in violation of 15 USC § 1120.

17. The defendants are using said mark in a false, deceptive and misleading manner that is likely to and has caused confusion regarding the true ownership of the Gospel Goes Classical brand and has diluted and diminished the value of the Gospel Goes Classical brand in violation of 15 USC § 1125.

COUNT THREE - BREACH OF FIDUCIARY DUTY

18. The plaintiff re-alleges and incorporate by reference paragraphs 1 - 17 as if fully set out below.

19. As co-owner of the Gospel Goes Classical brand, the defendants owed the plaintiff a duty of loyalty and fairness in managing the Gospel Goes Classical brand.

20. The defendants breached this duty by misrepresenting the ownership of said brand and by otherwise acting in bad faith while promoting said brand without crediting the plaintiff with his proper rights of ownership and without his input. The defendants conduct, is now, and has in the past, diminished and harmed the value of the Gospel Goes Classical brand.

COUNT FOUR - CONVERSION

21. The plaintiff re-alleges and incorporate by reference paragraphs 1 - 20 as if fully set out below.

22. The defendants have converted and unlawfully exercised possession over the plaintiffs undivided ownership interest in the Gospel Goes Classical brand.

COUNT FIVE - VIOLATIONS OF ALABAMA DECEPTIVE TRADE PRACTICES ACT

23. The plaintiff re-alleges and incorporate by reference paragraphs 1 - 22 as if fully set out below.

24. The defendant has passed off the Gospel Goes Classical brand as its own, caused confusion and misunderstanding regarding the origin and ownership of said brand, disparaged the Gospel Goes Classical brand by misleading the public regarding the true nature of its origin and ownership and otherwise managed the Gospel Goes Classical brand in violation of the Alabama deceptive Trade Practices Act.

IV. PRAYER FOR RELIEF

WHEREFORE, the plaintiff prays that this Court will assume jurisdiction of this matter and:

1. Issue a declaratory judgment that The defendant's policies, practices, procedures and customs are violative of the rights of the plaintiff as secured by 15 § 1114, et. seq., as amended and by federal and state common law and that the plaintiff is a full and unequivocal 50% owner of the Gospel Goes Classical brand.

2. Grant the plaintiff a permanent injunction enjoining the defendant, its agents, successors, employees, attorneys and

those acting in concert with the defendants from using said mark inconsistent with the parties agreement and full recognition of the plaintiff's ownership interest.

3. Enter an Order requiring the defendants to make the plaintiff whole by awarding them declaratory and injunctive relief, punitive, compensatory and/or normal damages.

4. Award the plaintiff compensatory damages in an amount beyond the jurisdictional minimum of this Court.

5. Grant the plaintiff such other relief as this cause may require, including costs, attorney's fees and expenses.

PLAINTIFF DEMANDS TRIAL BY STRUCK JURY

Respectfully Submitted,

S/Lee Wendell Loder

Lee Wendell Loder

Attorney for Plaintiff

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SERVE THE DEFENDANTS AT:

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