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Attorneys for Plaintiffs Reformation  
Publishing Company, Ltd. and Marbelow  
Intellectual Properties

UNITED STATES DISTRICT COURT  
IN AND FOR THE CENTRAL DISTRICT OF CALIFORNIA

REFORMATION PUBLISHING  
COMPANY, LTD., a United Kingdom  
company, and MARBELOW  
INTELLECTUAL PROPERTIES, a  
Monaco Société Civile,

Plaintiffs,

v.

ROB JUAREZ, a/k/a BOBBY GENE  
JUAREZ, d/b/a THE BOSS BOOKING  
AGENCY,

Defendant.

Case No. 2:17-CV-5365

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT; TRADEMARK  
INFRINGEMENT;  
CONTRIBUTORY TRADEMARK  
INFRINGEMENT; AND FALSE  
DESIGNATION OF ORIGIN**

**DEMAND FOR JURY TRIAL**

Plaintiffs Marbelow Intellectual Properties (“Marbelow”), a Monaco Société  
Civile and Reformation Publishing Company, Ltd. (“Reformation”), a United  
Kingdom Company, as and for their Complaint against Rob Juarez, a/k/a Bobby Gene  
Juarez (“Juarez”), d/b/a The Boss Booking Agency, allege as follows:

**JURISDICTION AND VENUE**

1  
2 1. This action arises under the trademark and copyright laws of the United  
3 States, specifically, 15 U.S.C. § 1125(a) and 17 U.S.C. § 101 et seq.

4 2. This Court therefore has subject matter jurisdiction over these claims as  
5 federal questions pursuant to 28 U.S.C. § 1331 and 28 U.S.C. §§ 1338(a) and (b), and  
6 supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

7 3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) and  
8 § 1400(a).

9  
10 **THE PARTIES**

11 4. Marbelow is a Monacan Civil Société with its principal place of business  
12 in Monaco.

13 5. Reformation is United Kingdom company with its principal place of  
14 business in London, England.

15 6. Plaintiffs are informed and believe, and thereon allege, that Juarez is a  
16 resident of the State of California, County of Los Angeles, and does business under  
17 the name The Boss Booking Agency.

18  
19 **GENERAL ALLEGATIONS**

20 7. Spandau Ballet is a music performance group formed in London, England  
21 that became famous throughout the world in the 1980's. Spandau Ballet released a  
22 number of songs that had substantial success in the United States (and throughout the  
23 world), including “True,” “Gold,” and “Only When You Leave,” among others.

24 8. Marbelow is the sole owner of the distinctive SPANDAU BALLET mark  
25 (the “Mark”), U.S. Trademark registration no. 3888520 for, among other things,  
26 entertainment services in the nature of live performances by a musical group. The  
27 Mark was registered with the U.S. Trademark Office on December 14, 2010 and has  
28 been continually used in commerce since that time.

1           9.     Reformation is the owner of all rights, title, and interest in and to the  
2 copyrights to each of the following music compositions: “True,” “Gold,” “Only When  
3 You Leave,” and “Revenge for Love” (the “Copyrighted Works”).

4           10.    Each and every one of the Copyrighted Works are copyrightable subject  
5 matter protected under the laws of the United Kingdom and its Copyright, Designs and  
6 Patents Act.

7           11.    Plaintiffs are informed and believe, and thereon allege, that Defendant is  
8 the owner and/or promoter of “Lost 80's Live,” a tour of musical artists who were  
9 popular in the 1980's. One of those artists is Tony Hadley, a former member of  
10 Spandau Ballet.

11           12.    Plaintiffs are informed and believe, and thereon allege, that Defendant  
12 has, without permission, used the Mark in his advertising and promotional materials  
13 for Lost 80's Live with the intent to mislead and confuse consumers into believing that  
14 the band Spandau Ballet would be performing on the tour and/or that the band  
15 Spandau Ballet has authorized or is associated with the tour. By way of example,  
16 some of the materials refer to Tony Hadley as the “Voice of Spandau Ballet” even  
17 though Hadley is no longer a member of Spandau Ballet.

18           13.    Plaintiffs are further informed and believe, and thereon allege, that  
19 Defendant has enabled, assisted, aided, and abetted its customers (that is, concert halls  
20 and other venues at which the Lost 80's Live tour has been booked) to use the Mark in  
21 advertising and promotional materials for the Lost 80's Live tour.

22           14.    Plaintiffs are informed and believe, and thereon allege, that the misuse by  
23 Defendant of the Mark was intended to cause, has caused, and is likely to continue to  
24 cause, consumer confusion, mistake, and deception.

25           15.    Plaintiffs are informed and believe, and thereon allege, that Defendant  
26 used and displayed, and aided and abetted others in using and displaying the classic  
27 Spandau Ballet renditions of the Copyrighted Works, on his own website and in  
28 internet videos, among other places, all for the purpose of promoting the Lost 80's

1 Live. These videos contains music from various of the artists appearing on the tour,  
2 but the first music played in all or substantially all the versions of these videos consist  
3 of famous Spandau Ballet renditions the Copyrighted Works, creating further  
4 confusion among consumers as to whether Spandau Ballet will be performing at the  
5 concert.

6 16. On March 23, 2017, Plaintiffs contacted Defendant and communicated to  
7 him that he was not authorized to use the Copyrighted Works. In addition, Plaintiffs  
8 notified Defendant that a United Kingdom Court had entered an injunction against  
9 Hadley in 2002 that prohibited him from using the Mark and that (2) he could not use  
10 the Mark in advertisement unless he refers to himself as “Tony Hadley ex-Spandau  
11 Ballet,” where the font used for “ex-Spandau Ballet” was a different font than the font  
12 used for his name, and no more than 75% of the size of the font size used for his name.

13 17. Defendant responded by admitting that he informed venues that there are  
14 no restrictions in type or size of font used in newspaper or internet advertisements  
15 containing the Mark. Plaintiffs are informed and believe, and thereon allege that,  
16 despite Plaintiffs’ warnings, Defendant continues to use the Mark in promotions and  
17 advertisements without permission and in a manner likely to confuse consumers.

18  
19 **FIRST CLAIM FOR RELIEF**

20 (For Copyright Infringement In Violation of The Copyright Act, 17 U.S.C. § 101 et  
21 seq and the Berne Convention for the Protection of Literary and Artistic Works)

22 [By Reformation Against Juarez]

23 18. Plaintiffs repeat the allegations set forth in Paragraphs 1 through 17,  
24 above.

25 19. Article 5 of the Berne Convention for the Protection of Literary and  
26 Artistic Works (“Berne Convention”) provides authors with protection in member  
27 countries at least equal to the rights granted to them under their own national  
28 copyright laws. Protection of those rights can be enforced in another member country

1 without having to satisfy any formalities of the other member country, e.g., a  
2 requirement for registering the copyright with the other member country's national  
3 copyright office prior to bringing suit.

4 20. The United Kingdom and the United States are both member countries of  
5 the Berne Convention. Plaintiff Reformation is therefore not require to register its  
6 copyrights with the United States Copyright Office as a condition of seeking remedies  
7 for copyright infringement in the courts of the United States.

8 21. Defendant has directly, vicariously, and contributorily infringed the  
9 Copyrighted Works by reproducing, displaying, and utilizing the Copyrighted Works  
10 in advertisements and promotional materials for the Live 80's Tour. This conduct  
11 constitutes copyright infringement and violates 17 U.S.C. § 501 and the Berne  
12 Convention.

13 22. As a result of Defendant's conduct, Plaintiff Reformation has suffered  
14 damages, and will continue to suffer damages, in an amount to be determined.

15 23. As a result of Defendant's conduct, Defendant has received profits,  
16 advantages, and benefits in an amount to be determined.

17 24. Future infringement by Defendant will cause Plaintiff Reformation  
18 irreparable harm, including but not limited to the value of the Copyrighted Works.

19  
20 **SECOND CLAIM FOR RELIEF**

21 (For Federal Trademark Infringement)

22 [By Plaintiff Reformation Against Defendant Juarez]

23 25. Plaintiffs repeat the allegations set forth in Paragraphs 1 through 17,  
24 above.

25 26. The Mark is inherently distinctive or otherwise has acquired  
26 distinctiveness as a result of longstanding advertising, use, and promotion.

27 27. Defendant's conduct, as alleged above, constitutes willful, deliberate, and  
28 intentional infringement of Plaintiff Marbelow's federally registered trademarks.



1       35. Defendant's actions have been knowing, intentional, wanton, and willful,  
2 entitling Plaintiff Marbelow to damages, treble damages, profits, attorney fees, and the  
3 costs of this action.

4       36. Plaintiff Marbelow is informed and believes, and thereon alleges, that  
5 Defendant's conduct has caused, and unless enjoined will continue to cause,  
6 irreparable damage to Plaintiff Marbelow and to the reputation of its valuable Mark.

7  
8                                   **FOURTH CLAIM FOR RELIEF**

9                   (For Unfair Competition and False Designation of Origin)

10                               [By Plaintiff Marbelow Against Defendant Juarez]

11       37. Plaintiffs repeat the allegations set forth in Paragraphs 1 through 17, 26  
12 through 27, above.

13       38. Plaintiffs are informed and believe, and thereon allege, that by  
14 misappropriating and using the Mark and advertising the Lost 80's Live tour with the  
15 Mark, Defendant has misrepresented to the general public the origin and source of the  
16 Lost 80's Live tour and created a likelihood of confusion for the general purchasing  
17 public as to the source and sponsorship of the Lost 80's Live tour. Plaintiffs are  
18 further informed and believe, and thereon allege, that Defendant is seeking to trade off  
19 on the substantial good will that is associated with the Mark.

20       39. By reason of the foregoing, Plaintiff Marbelow has been injured in an  
21 amount not yet fully determined, but believed to be in excess of the jurisdictional limit  
22 of this court, in an amount to proven at the time of trial.

23       40. Defendant's actions have been knowing, intentional, wanton, and willful,  
24 entitling Plaintiff Marbelow to damages, treble damages, profits, attorney fees, and the  
25 costs of this action.

26       41. Plaintiff is informed and believes, and thereon alleges, that Defendant  
27 Marbelow's conduct has caused, and unless enjoined will continue to cause,  
28 irreparable damage to Plaintiff and to the reputation of its valuable Mark.

**PRAYER FOR RELIEF**

WHEREFORE Plaintiffs pray for relief as follows:

1. For actual damages and disgorgement of all profits derived by Defendant from all acts of copyright infringement;
2. For all damages suffered by Plaintiff and profits earned by Defendant from Defendant's acts of trademark infringement, to be trebled or otherwise multiplied to the extent permitted by statute;
3. For a preliminary and permanent injunction restraining Defendant, his agents, servants, employees, and all other persons acting in concert or in participation with him from continued infringement of the Mark and the Copyrighted Works;
4. For attorney's fees;
5. For costs of suit incurred herein; and
6. For all other and further relief that the Court deems just and proper.

Dated: July 20, 2017

GRODSKY & OLECKI LLP  
Allen B. Grodsky  
John Metzidis-Drennan

By /Allen B. Grodsky/  
Allen B. Grodsky

Attorneys for Plaintiffs Reformation  
Publishing Company, Ltd. and Marbelow  
Intellectual Properties



**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand trial by jury of this matter.

Dated: July 20, 2017

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John Metzidis-Drennan

By /Allen B. Grodsky/  
Allen B. Grodsky

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