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and GrandAri Inc.
8

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

11
12 **ARIANA GRANDE-BUTERA, p/k/a**
13 **ARIANA GRANDE**, an individual; and
GRANDARI, INC., a Florida
Corporation,

14 Plaintiffs,

15 v.

16 **FOREVER 21, INC.**, a California
17 Corporation; **RILEY ROSE LLC**, a
California Company; and **DOES 1-10**,
18 inclusive,

19 Defendants.
20
21

Case No.

COMPLAINT FOR DAMAGES

1. VIOLATION OF CALIFORNIA CIVIL CODE SECTION 3344 (CAL. CIV. CODE § 3344);
2. VIOLATION OF COMMON-LAW RIGHT OF PUBLICITY;
3. FALSE ENDORSEMENT UNDER THE LANHAM ACT (15 U.S.C. § 1125(A));
4. TRADEMARK INFRINGEMENT (15 U.S.C. § 1114(1)(A));
5. COMMON LAW TRADEMARK INFRINGEMENT; AND
6. COPYRIGHT INFRINGEMENT (17 U.S.C. § 501)

Unlimited Civil Case

DEMAND FOR JURY TRIAL

1 Plaintiffs Ariana Grande-Butera, p/k/a/ “Ariana Grande” and GrandAri Inc.
2 allege as follows:

3 **INTRODUCTION**

4 1. Ariana Grande is an internationally renowned singer, songwriter and
5 actress who, through years of hard work and dedication to her craft, has developed
6 a personal brand and global following unparalleled by any of her peers. Indeed,
7 Ms. Grande is one of the most successful artists in pop culture today, has the
8 largest social media following of *any* female celebrity in the world. Given her
9 stature and influence, Ms. Grande is highly sought after by companies hoping to
10 secure her endorsement of their products, and those companies are willing pay
11 enormous sums of money to engage Ms. Grande to help promote their brands.
12 Even a single social media post by Ms. Grande can garner fees of several hundred
13 thousand dollars, and her longer-term endorsement arrangements command fees in
14 the millions of dollars.

15 2. Hoping to benefit from Ms. Grande’s celebrity and influence, in or
16 around early 2019, Forever 21, Inc. (“Forever 21”) sought her endorsement of its
17 clothing and accessory products, which she explicitly declined due to Forever 21’s
18 unwillingness to pay the fair market value for a celebrity of Ms. Grande’s stature.
19 Fearing irrelevance in a rapidly evolving market with increasing competition from
20 other fast fashion brands, rather than pay Ms. Grande, Forever 21 and Riley Rose,
21 the beauty company started by the daughters of Forever 21’s founders
22 (collectively, “Defendants”), instead stole her name, likeness, and other intellectual
23 property to promote their brands for free.

24 3. Forever 21’s and Riley Rose’s unauthorized use of Ms. Grande’s
25 name, image, likeness, and music to promote their brands and products are blatant
26 and willful violations of her statutory and common law rights of publicity, and
27 constitute infringement of Plaintiffs’ copyrights and trademarks under the
28 Copyright Act and Lanham Act, respectively. By this action, Plaintiffs seek an

1 award of actual damages, the disgorgement of Forever 21’s ill-gotten profits, and
2 an award of punitive damages to deter Forever 21 and Riley Rose from future
3 violations of Plaintiffs’ personal and intellectual property rights.

4 **JURISDICTION AND VENUE**

5 4. The Court has original jurisdiction pursuant to 28 U.S.C. §§ 1331 and
6 1338(a). This is a civil action arising under federal law, the Lanham Act of 1946
7 as amended (codified at 15 U.S.C. §§ 1051, et seq.). The pendent state law claims
8 are so related to the federal claims that they form part of the same case or
9 controversy pursuant to Article III of the United States Constitution. The court
10 therefore has supplemental jurisdiction over those claims pursuant to 28 U.S.C.
11 § 1367(a).

12 5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)
13 for several independent reasons, including that: Defendants “reside” in this
14 judicial district for venue purposes under 28 U.S.C. § 1391(c)(2); a substantial part
15 of the events or omissions giving rise to the claims occurred in this district; and a
16 substantial part of property that is the subject of the action is situated in this
17 district.

18 **PARTIES**

19 6. Plaintiffs Ariana Grande-Butera is an individual and resident of Los
20 Angeles County, California.

21 7. Plaintiffs GrandAri Inc. is a Florida corporation with its principal place
22 of business in Los Angeles, California.

23 8. Plaintiffs are informed and believe, and based thereon allege, that
24 Defendant Forever 21 is a California corporation, with its principal place of
25 business in Los Angeles, California.

26 9. Plaintiffs are informed and believe, and based thereon allege, that
27 Defendant Riley Rose is a California-based limited liability company, with its
28 principal place of business in Los Angeles, California.

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2 **GENERAL ALLEGATIONS**

3 **I. Ms. Grande’s Fame and Influence**

4 10. Ariana Grande is one of the biggest stars in pop culture today. As a
5 Grammy Award-winning singer, songwriter, and actor, Ms. Grande has not only
6 performed at sold-out stadium tours all over the world, but her music and videos
7 have amassed over 30 billion streams on platforms such as YouTube, Spotify, and
8 Apple Music, making her the most listened-to female artist on the latter two.

9 11. Ms. Grande’s career continues to defy norms and break records in the
10 music industry. All five of Ms. Grande’s full-length albums have been certified
11 platinum by the Recording Industry Association of America (“RIAA”), and she is
12 the first artist to have the lead singles from each studio album debut within the top
13 ten in the United States.

14 12. Upon the release of her fifth album *Thank U, Next* in 2019, Ms.
15 Grande again broke a string of records. The album’s title track, *Thank U, Next*,
16 debuted at number one on the US *Billboard* Hot 100, and held the record for the
17 most-played song in a single day by a female artist on Spotify. The track was
18 dethroned from the top spot by Ms. Grande’s other singles, *7 Rings* and *Break Up*
19 *with Your Girlfriend, I’m Bored*, making Ms. Grande the first female artist to
20 replace herself at number one on the charts, and the first solo artist to
21 simultaneously hold the top three spots on the *Billboard* Hot 100 chart.

22 13. Ms. Grande’s fame, following, and social influence are equally
23 unparalleled and record-breaking. As of February 2019, Ms. Grande became the
24 most-followed woman on Instagram in the world, amassing more than 160 million
25 Instagram followers; a title she continues to hold through the date of filing this
26 Complaint. Ms. Grande has another 64 million followers on Twitter.

27 14. *TIME Magazine* named Ms. Grande one of “The 25 Most Influential
28 People on the Internet” in 2019, and one of “The 100 Most Influential People in

1 the World” in both 2016 and 2019. *Billboard* recognized Ms. Grande as the
2 “Woman of the Year” in 2018 after she hosted the One Love Manchester benefit,
3 which helped raise \$29 million dollars for the victims of a suicide bombing attack
4 outside an arena in Manchester, England, where Ms. Grande had just finished
5 performing.

6 15. Ms. Grande’s success and star power have enabled her to expand her
7 career beyond the music industry through various commercial endorsement deals.
8 Still, Ms. Grande is selective of the brands with whom she chooses to partner, and
9 frequently turns down endorsement proposals. And when she does choose to
10 collaborate with a company or endorse its products or services, Ms. Grande often
11 works closely with third-parties to curate products and images that coincide with
12 her personal brand.

13 16. Ms. Grande’s control over the use of her name, image, likeness, and
14 intellectual property in promoting third-party products and services is critical to
15 safeguard her reputation, and to prevent the public from being misled into
16 believing that she has associated herself with a product or service that she does not,
17 in fact, endorse.

18 17. As alleged in further detail below, in complete disregard of Plaintiffs’
19 intellectual property rights and rights of publicity, Defendants have repeatedly and
20 willfully used Ms. Grande’s name, image, likeness, and music without
21 authorization to generate renewed interest in their brands and social media
22 platforms, and to elicit sales of their products.

23 **II. Forever 21’s Declining Success**

24 18. Plaintiffs are informed and believe, and based thereon allege, that
25 Forever 21 is a privately-owned clothing retailer with approximately 815 stores in
26 57 countries around the world. With over 30,000 employees, Forever 21 sells
27 clothing, shoes, handbags, and accessories, among other things, to mostly women
28 and girls ranging in age from 14 to 24.

1 19. Since being founded in 1984, Forever 21 has become a staple in nearly
2 every shopping mall around the world by capitalizing on its then-revolutionary
3 techniques of rapidly producing inexpensive clothing, making it one of the most
4 well-known “fast fashion” brands in the world.

5 20. Indeed, Forever 21’s annual revenue totaled approximately \$3.4 billion
6 in 2017. Recently, however, Forever 21 has faced competition from new online
7 fast fashion companies which do not have the practical limitations and financial
8 burdens that come with brick-and-mortar stores. As a result of Forever 21’s online
9 competition, Defendant Forever 21 is reportedly experiencing a financial downturn
10 and has been looking for ways to develop its business, including by expanding its
11 brand into beauty products and cosmetics by launching the beauty boutique, Riley
12 Rose in 2017.

13 21. Riley Rose founders Esther and Linda Chang, daughters of Forever 21
14 founder and CEO, Do Wan Chang, reportedly stated that “Forever 21 and Riley
15 Rose have a similar customer base,” but that the goal when creating Riley Rose
16 was to make something “very trendy and Instagram-worthy” as the ultimate
17 “homage to millennials.”¹ The beauty boutique sells makeup, skincare, haircare
18 and home décor through its website, www.rileyrose.com, and via 13 storefronts in
19 shopping malls across the United States.

20 **III. Defendants Resort to Unlawful Conduct as a Desperate Attempt to Stay**
21 **Relevant and Profitable**

22 22. Following the record-breaking release of Ms. Grande’s single *Thank*
23 *U, Next* on or around November 3, 2018, and in anticipation of the album’s release
24 in February 2019, Forever 21 contacted Ms. Grande’s representatives to discuss
25 the possibility of having her endorse the fast fashion Forever 21 brand given that
26

27 ¹ Mau, Dhani, *How New Beauty Store Riley Rose Was Designed to Be the Ultimate*
28 *‘Homage to Millennials,’* FASHIONISTA, Feb. 4, 2018, (last accessed Aug. 30, 2019
 at <https://fashionista.com/2017/10/riley-rose-forever-21-beauty-store>).

1 Ms. Grande's fans are squarely within Forever 21's target market.

2 23. Notably, the endorsement deal Forever 21 sought with Ms. Grande
3 centered around social media marketing, including, but not limited to, Twitter
4 posts, Instagram posts, and Instagram stories.²

5 24. The importance and influence derived from social media marketing to
6 consumers in today's market cannot be overstated. Indeed, platforms such as
7 Instagram and Twitter are premier forms of marketing for most companies today,
8 and paying influential celebrities with large social media followings such as Ms.
9 Grande is the modern-day equivalent of buying television ads 20 years ago.

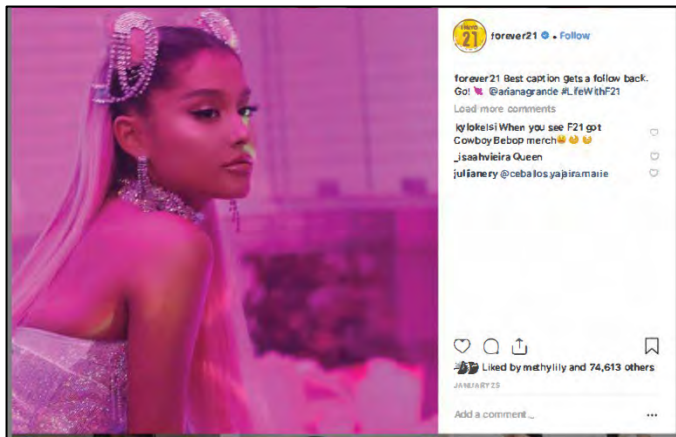
10 25. Given her stature, influence, and social media following, the market
11 value for even a single Instagram post by Ms. Grande is well into the six figures,
12 and she commands in the mid-seven figures to over eight figures for longer-term
13 endorsement deals, marketing campaigns, and/or licensing deals for use of her
14 name and likeness.

15 26. Negotiations between Forever 21 and Ms. Grande's representatives
16 took place in or around December 2018 and January 2019, but the proposed
17 endorsement deal never came to fruition because the amounts that Forever 21
18 offered to pay for the right to use Ms. Grande's name and likeness were
19 insufficient for an artist of her stature. Ms. Grande's representatives
20 communicated as much to Forever 21.

21 27. Rather than pay for that right as the law requires, Defendants simply
22 stole it by launching a misleading campaign across its website and social media
23 platforms primarily in January and February 2019. The campaign capitalized on
24 the concurrent success of Ms. Grande's album *Thank U, Next* by publishing at least
25 30 unauthorized images and videos misappropriating Ms. Grande's name, image,

26 ² An "Instagram story" is a picture and/or video, potentially set to music, posted
27 onto an Instagram account holder's page for up to 24 hours. Account holders can
28 also permanently archive Instagram stories by posting them onto their page as
"Highlights."

1 likeness, and music in order to create the false perception of her endorsement. A
2 chart depicting Forever 21's and Riley Rose's unauthorized uses, and an
3 explanation of why each is wrongful, is attached as **Exhibit 1**. Examples of the
4 unauthorized posts depicting Ms. Grande published by Defendants Forever 21 and
5 Riley Rose are included below, and a complete list is attached hereto as **Exhibit 2**:



1 28. As part of Defendants’ unauthorized marketing campaign, Defendants
2 also falsely suggested Ms. Grande’s endorsement by hiring a look-alike model and
3 posting photos of that model in clothing and accessories that resemble clothing
4 worn in Ms. Grande’s music videos and that the public immediately associates
5 with Ms. Grande.³

6 29. Defendants did not simply use a model with a similar look and
7 hairstyle; they used [1] a model who looks strikingly similar to Ms. Grande,
8 [2] wearing a similar hairstyle to the one Ms. Grande wore in the *7 Rings* video,
9 [3] dressed in a top designed to look like a top worn by Ms. Grande in numerous
10 well-known photographs (including photographs of Ms. Grande that Forever 21
11 wrongfully posted on its Instagram feed, depicted above), [4] wearing a distinctive
12 hair accessory worn by Ms. Grande in the *7 Rings* video and numerous well-
13 known photographs, [5] using a pose that is virtually identical to the pose in which
14 Ms. Grande was photographed, [6] in certain instances, with *7 Rings* audio played
15 over the post, [7] in certain instances, with the distinctive “7” from the *7 Rings*
16 video displayed in the background, [8] in certain instances intermixed with
17 photographs of Ms. Grande herself (which photographs Forever 21 again had no
18 authorization to post); and, [9] in certain instances, coupled with captions
19 containing lyrics from Ms. Grande’s song *7 Rings*.

20 30. Examples of Defendants’ unauthorized posts depicting Ms. Grande’s
21 look-alike are included below, and attached hereto as **Exhibit 3**:



26 *7 Rings* logo from Ms. Grande’s
27 music video



Forever 21’s
look-alike
model with
identical “7”
in the
background

³ Videos of Defendants’ alleged infringement of Ms. Grande’s music and videos will be submitted to the Court separately.

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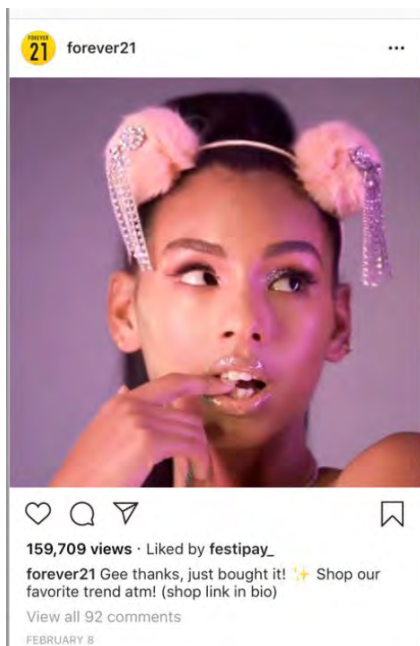


Image of Forever 21's look-alike model with lyrics from *7 Rings*



Images of Ms. Grande from *7 Rings* video



Forever 21's look-alike model, posted on Instagram



Image of Ms. Grande from *7 Rings* music video

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31. The resemblance is uncanny and Forever 21’s intent was clear: to suggest to the viewing public that Ms. Grande endorsed Forever 21, its products, and was affiliated with Forever 21.

32. When Ms. Grande discovered the infringement on or around February 23, 2019, she immediately contacted her attorneys and agents, including representatives of Bravado International Group Merchandising Services, Inc. (“Bravado”), her exclusive licensee for certain of her intellectual property in the apparel industry. Shortly thereafter, Ms. Grande’s representatives demanded that Forever 21 take down all unauthorized uses of Ms. Grande’s name, likeness, and intellectual property.

33. Despite their stated agreement to do so, Defendants did not remove all of the unauthorized content. Outside counsel for Ms. Grande contacted Forever 21 again on or around March 15, 2019 and on or around April 3, 2019 to demand that that the unauthorized and infringing uses of Ms. Grande’s name, image, likeness, and music cease and desist immediately.

34. Defendants’ infringing and unauthorized posts remained on Forever 21’s and Riley Rose’s social media accounts until at least April 17, 2019. As a result, Defendants improperly misappropriated and profited from Ms. Grande’s influence and star-power for approximately 14 weeks.⁴

⁴ Defendants began their use of Ms. Grande’s name, image, likeness and music on November 30, 2018, and failed to remove all unauthorized content until at least April 17, 2019.

FIRST CLAIM FOR RELIEF

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

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3 35. Ms. Grande incorporates all prior allegations of this Complaint by this
4 reference.

5 36. Ms. Grande is the owner of the rights of publicity in her name, image,
6 likeness, and persona necessary for endorsement deals.

7 37. Defendants have willfully and without authorization used Ms.
8 Grande’s name, image, likeness, and persona for commercial purposes, to
9 advertise the Forever 21 and Riley Rose brands, and to promote the sale of
10 clothing, accessories and beauty products on Forever 21’s and Riley Rose’s social
11 media platforms and website.

12 38. Defendants’ unauthorized use of Ms. Grande’s name, image, likeness,
13 and persona constitute a commercial misappropriation in violation of Section 3344
14 of the California Civil Code.

15 39. As a direct and proximate result of Defendants’ wrongful conduct, Ms.
16 Grande has suffered, and will continue to suffer, damages in an amount to be
17 proven at trial, but in no event less than \$10 million.

18 40. Defendants have further been unjustly enriched by their
19 misappropriation of Ms. Grande’s statutory right of publicity. Accordingly, Ms.
20 Grande is entitled to restitution of all income, profits, and other benefits resulting
21 from Defendants’ conduct, in an amount to be determined according to proof at
22 trial.

23 41. Defendants’ actions as alleged above were malicious, oppressive, and
24 fraudulent, and done with the intent to injure Ms. Grande and with a willful and
25 conscious disregard for Ms. Grande’s rights. As a result, Ms. Grande is entitled to
26 recover from Defendants punitive and exemplary damages in an amount sufficient
27 to punish and deter them and others from engaging in such acts in the future.
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SECOND CLAIM FOR RELIEF

(Violation of Common Law Right of Publicity – Against All Defendants)

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3 42. Ms. Grande incorporates all prior allegations of this Complaint by this
4 reference.

5 43. Ms. Grande is the owner of the common law rights of publicity in her
6 name, image, likeness, and persona necessary for endorsement deals.

7 44. Defendants have willfully and without authorization used Ms.
8 Grande's name, image, likeness, and persona for commercial purposes, to
9 advertise the Forever 21 and Riley Rose brands, and to promote the sale of
10 clothing, accessories, and beauty products on Defendants' social media platforms
11 and websites.

12 45. The unauthorized use of Ms. Grande's likeness also includes at least
13 13 instances wherein Forever 21 falsely suggested Ms. Grande's endorsement by
14 hiring a look-alike model and posting photos of that model in clothing and
15 accessories that resemble clothing and accessories worn in Ms. Grande's music
16 videos, and that the public immediately associates with Ms. Grande.

17 46. Defendants' unauthorized use of Ms. Grande's name, image, likeness,
18 and persona constitutes a violation of California's common law right of publicity.

19 47. As a direct and proximate result of Defendants' wrongful conduct, Ms.
20 Grande has suffered, and will continue to suffer, damages in an amount to be
21 proven at trial, but in no event less than \$10 million.

22 48. Defendants have further been unjustly enriched by its infringement of
23 Ms. Grande's common law right of publicity. Accordingly, Ms. Grande is entitled
24 to restitution of all income, profits, and other benefits resulting from Forever 21's
25 conduct, in an amount to be determined according to proof at trial.

26 49. Defendants' actions as alleged above were malicious, oppressive, and
27 fraudulent, and done with the intent to injure Ms. Grande and with a willful and
28 conscious disregard for Ms. Grande's rights. As a result, Ms. Grande is entitled to

1 recover from Defendants punitive and exemplary damages in an amount sufficient
2 to punish and deter Defendants and others from engaging in such acts in the future.

3 **THIRD CLAIM FOR RELIEF**

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

5 50. Ms. Grande incorporates all prior allegations of this Complaint by this
6 reference.

7 51. Ms. Grande is the owner of the statutory and common law rights
8 associated with Ms. Grande's name, image, likeness, and persona necessary for
9 endorsement deals, including her right to decide whether to associate her name,
10 image, likeness, or persona with any third-party for purposes relating to
11 sponsorship and/or endorsement.

12 52. Defendants' used distinctive attributes of Ms. Grande's persona,
13 including her name, image, and likeness without permission by posting onto
14 Defendants' website, www.forever21.com, and the Instagram accounts
15 @forever21 and @rileyrose, images of Ms. Grande and/or a look-alike model
16 dressed in clothing and accessories strikingly similar to the clothing and
17 accessories worn by Ms. Grande in her iconic *7 Rings* music video, and posed in
18 positions nearly identical to poses made by Ms. Grande in the *7 Rings* video, and
19 that the public readily associates with Ms. Grande.

20 53. Defendants' unauthorized uses constitute false or misleading
21 representations of fact to falsely imply the endorsement of Defendants' businesses
22 and products by Ms. Grande.

23 54. Defendants' unauthorized uses of Ms. Grande's persona are likely to
24 confuse and deceive consumers as to Ms. Grande's sponsorship and/or endorsement
25 of Forever 21's and Riley Rose's brands. Specifically, Defendants' use of Ms.
26 Grande's name, image, and likeness is likely to cause consumers to mistakenly
27 believe that Ms. Grande is associated with Forever 21 and Riley Rose, or that she
28 sponsors or endorses Defendants' products, websites, or social media accounts.

1 55. As a direct and proximate result of the acts of false endorsement set
2 forth above, Ms. Grande has suffered actual damages in an amount to be proven at
3 trial, but in no event less than \$10 million. Ms. Grande is entitled to the full range
4 of relief available under the Lanham Act, 15 U.S.C. § 1117, including, without
5 limitation, an award of actual damages and the disgorgement of Defendants' profits
6 arising from their false or misleading acts. Defendants' conduct further renders this
7 an "exceptional" case within the meaning of the Lanham Act, thus entitling Ms.
8 Grande to an award of attorneys' fees and costs.

9 56. Ms. Grande is informed and believes, and based thereon alleges, that
10 Defendants committed the unauthorized acts described above knowing that is likely
11 to cause consumers to falsely believe that Ms. Grande endorses Defendants' brands
12 and products. Defendants have thus willfully, knowingly, and maliciously deceived
13 and confused the relevant consuming public, such that Ms. Grande is entitled to an
14 award of treble damages.

15 **FOURTH CLAIM FOR RELIEF**

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

17 57. Plaintiffs incorporate all prior allegations of this Complaint by this
18 reference.

19 58. Plaintiffs have extensively used the trademark ARIANA GRANDE in
20 commerce in connection with a myriad of products and services, including
21 Plaintiffs' advertising and promotion of Ms. Grande's fragrance line, as well as
22 through endorsement of third-party products in the entertainment and fashion
23 industries.

24 59. Plaintiffs own several federally registered trademarks in Ms. Grande's
25 name, including without limitation: (1) U.S. Registration No. 4,965,758 for the
26 use of ARIANA GRANDE in connection with "perfume" and "fragranced body
27 care;" (2) Int'l Registration No. 1,477,022 for use of ARIANA GRANDE THANK
28 U, NEXT in connection with "perfume" and "fragranced body care;" (3) U.S.

1 Registration No. 4,932,682 for the use of ARIANA GRANDE in connection with
2 clothing and apparel; (4) U.S. Registration No. 4,297,601 for the use of ARIANA
3 GRANDE in connection with “Entertainment services, namely, . . . musical
4 performances, musical videos, related film clips, photographs, and other
5 multimedia materials featuring Ariana Grande;” and (5) U.S. Serial No.
6 87,472,487 for the use of ARIANA GRANDE in connection with “the field of
7 music and entertainment,” “clothing,” handbags,” “jewelry accessories,” “licensing
8 of intellectual property,” and “entertainment services, namely, . . . music, film,
9 television, celebrity and popular culture provided over the internet,” (collectively,
10 the “Registered Marks”). True and correct copies of Plaintiffs’ Trademark
11 Certificates from the United States Patent and Trademark Office are attached
12 hereto as **Exhibit 4**.

13 60. The Registered Marks are valid trademarks owned by Plaintiffs.
14 Additionally, by virtue of Plaintiffs’ longstanding and continuous use of the
15 Registered Marks in commerce, Plaintiffs have acquired a valid common law
16 trademark in Ms. Grande’s name. The public has come to recognize the
17 Registered Marks as exclusively identifying Ms. Grande, and the marks are famous
18 worldwide.

19 61. Defendants infringed Plaintiffs’ registered and common law
20 trademarks by using these marks on their social media accounts, including the
21 Instagram accounts @forever21 and @rileyrose, to promote Defendants’ brands
22 and sale of clothing, accessories, and beauty products.

23 62. Defendants’ unauthorized use of Plaintiffs’ registered and common
24 law trademarks are likely to confuse and deceive consumers as to the origin,
25 sponsorship, and/or endorsement of the Forever 21 and Riley Rose brands and
26 products. Specifically, Defendants’ use of Ms. Grande’s name and Plaintiffs’ mark
27 are likely to cause consumers to mistakenly believe that Ms. Grande is associated
28 with Forever 21 and Riley Rose, or that she sponsors or endorses Defendants’

1 products, websites, or social media accounts.

2 63. As a direct and proximate result of the acts of trademark infringement
3 set forth above, Plaintiffs have suffered actual damages in an amount to be proven
4 at trial, but in no event less than \$10 million. Plaintiffs are entitled to the full range
5 of relief available under the Lanham Act, 15 U.S.C. § 1117, including, without
6 limitation, an award of actual damages and the disgorgement of Defendants' profits
7 arising from the acts of trademark infringement. Defendants' conduct further
8 renders this an "exceptional" case within the meaning of the Lanham Act, thus
9 entitling Plaintiffs to an award of attorneys' fees and costs.

10 64. Plaintiffs are informed and believe, and based thereon allege, that
11 Defendants committed the infringement described above knowing that its
12 unauthorized use of the ARIANA GRANDE and ARIANA GRANDE THANK U,
13 NEXT trademarks is likely to cause consumer confusion. Defendants have thus
14 willfully, knowingly, and maliciously deceived and confused the relevant
15 consuming public, such that Plaintiffs are entitled to an award of treble damages.

16 **FIFTH CLAIM FOR RELIEF**

17 **(Common Law Trademark Infringement – Against All Defendants)**

18 65. Plaintiffs incorporate all prior allegations of this Complaint by this
19 reference.

20 66. Plaintiffs own valid common law trademarks in ARIANA GRANDE
21 and ARIANA GRANDE THANK U, NEXT for use in connection with a wide
22 variety of products and services, including without limitation the promotion of
23 products and services in the entertainment, fashion, and beauty industries. The
24 Registered Trademarks are likewise valid trademarks owned by Plaintiffs.

25 67. The public has come to recognize the ARIANA GRANDE and
26 ARIANA GRANDE THANK U, NEXT marks as exclusively identifying Ms.
27 Grande, and the marks are famous worldwide.

28 68. Defendants have infringed Plaintiffs' trademarks by using these marks

1 on their social media platforms, including the Instagram accounts @forever21 and
2 @rileyrose, to promote Defendants' brands and products.

3 69. Defendants' unauthorized use of Plaintiffs' trademarks is likely to
4 confuse and deceive consumers as to the origin, sponsorship, and/or endorsement of
5 the Forever 21 and Riley Rose brands, websites, social media accounts, and
6 products. Specifically, Defendants' use of Plaintiffs' marks is likely to cause
7 consumers to mistakenly believe that Ms. Grande is associated with Forever 21
8 and/or Riley Rose, or that she sponsors or endorses Defendants' products.

9 70. As a direct and proximate result of the acts of trademark infringement
10 set forth above, Plaintiffs have suffered actual damages in an amount to be proven
11 at trial, but in no event less than \$10 million.

12 71. Plaintiffs are informed and believe, and based thereon allege, that
13 Defendants committed the infringement described above knowing that its
14 unauthorized use of the ARIANA GRANDE and ARIANA GRANDE THANK U,
15 NEXT marks is likely to cause consumer confusion. Defendants have thus
16 willfully, knowingly, and maliciously deceived and confused the relevant
17 consuming public, such that Plaintiffs are entitled to an award of treble damages.

18 72. Plaintiffs are further informed and believe, and based thereon allege,
19 that Defendants acted with fraud, oppression, or malice in infringing Plaintiffs'
20 marks as alleged above. As such, in addition to the other relief sought herein,
21 Plaintiffs are entitled to an award of punitive damages.

22 **SIXTH CLAIM FOR RELIEF**

23 **(Copyright Infringement – Against All Defendants)**

24 73. In addition to the wrongful use of Ms. Grande's right of publicity and
25 Plaintiffs' trademarks, Forever 21 and Riley Rose simultaneously infringed Ms.
26 Grande's copyrights by publishing images, lyrics, and audiovisual clips from Ms.
27 Grande's copyrighted songs: (1) *7 Rings*; (2) *Thank U, Next*; and (3) *Break Up With*
28 *Your Girlfriend, I'm Bored*.

1 74. Ms. Grande holds either the federally registered copyright or the
2 beneficial interest and approval rights for each of the three songs infringed by
3 Forever 21 and/or Riley Rose, including without limitation: (1) U.S. Registration
4 No. PA0002154953 for the audio clip of song *Thank U, Next*; (2) U.S. Registration
5 No. PA0002164214 for the audiovisual clip of *Thank U, Next*; (3) U.S. Registration
6 No. PA0002191175 for the audio clip of song *7 Rings*; (4) U.S. Registration No.
7 PA0002177521 for the audiovisual clip of *7 Rings*; and (5) U.S. Registration No.
8 PA0002182759 for the audiovisual clip of *Break Up With Your Girlfriend, I'm*
9 *Bored*, (collectively the "Copyrighted Works"). True and correct copies of Ms.
10 Grande's Copyright Certificates from the United States Copyright Office are
11 attached hereto as **Exhibit 5**.

12 75. Defendants unlawfully copied the Copyrighted Works by publishing
13 (1) audio clips from Ms. Grande's song *7 Rings*; (2) audiovisual clips from her
14 music videos for both *7 Rings* and *Thank U, Next*; and (3) song lyrics from Ms.
15 Grande's songs *7 Rings*, *Thank U, Next*, and *Break Up With Your Girlfriend, I'm*
16 *Bored*.

17 76. As a direct and proximate result of the acts of copyright infringement
18 set forth above, Ms. Grande has suffered actual damages in an amount to be proven
19 at trial, but in no event less than \$600,000 dollars. Ms. Grande is entitled to the full
20 range of relief available under the Copyright Act, U.S.C. § 504(a)(1), (b), including,
21 without limitation, an award of actual damages and the disgorgement of
22 Defendants' profits arising from the acts of copyright infringement. Defendants'
23 conduct entitles Ms. Grande to an award of attorneys' fees and costs. 17 U.S.C. §
24 505.

PRAYER FOR RELIEF

25 WHEREFORE, Plaintiffs pray for judgment as follows:

26 1. On all claims for relief, for an award of compensatory and treble
27 damages in an amount to be proven, but in no event less than \$10 million;
28

1 2. On all claims for relief, for the disgorgement of Forever 21's and Riley
2 Rose's profits attributable to the infringement of Plaintiffs' intellectual property
3 rights and rights of publicity;

4 3. On the First and Second Claims for Relief, for an award of punitive
5 damages in an amount sufficient to deter unlawful conduct by Forever 21 and Riley
6 Rose in the future;

7 4. For a permanent injunction restraining and enjoining Defendants from
8 using Ms. Grande's name, images, likeness, persona, copyrights and Plaintiffs'
9 trademarks;

10 5. For pre-judgment and post-judgment interest according to proof and to
11 the maximum extent allowed by law;

12 6. For attorneys' fees and costs; and

13 7. For such other and further relief as the Court may deem just and
14 proper.

15

16 DATED: September 2, 2019

O'MELVENY & MYERS LLP

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By: /s/ Daniel M. Petrocelli

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Daniel M. Petrocelli

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Attorney for Plaintiffs Ariana

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Grande-Butera and GrandAri Inc.

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DEMAND FOR JURY TRIAL

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

DATED: September 2, 2019

O'MELVENY & MYERS LLP

By: /s/ Daniel M. Petrocelli
Daniel M. Petrocelli
Attorney for Plaintiffs Ariana
Grande-Butera and GrandAri Inc.