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7  
8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10  
11 OPBIZ, LLC, a Nevada Limited Liability  
Company,

12 Plaintiff,

13 v.

14 THE PRODUCTION GROUP, LLC, a  
15 Nevada limited liability company;  
SHAY/CHAMBERS, LLC dba M/C  
16 PRODUCTIONS, a Nevada limited  
liability company; GLENN MEDAS, an  
17 individual, and DAVID MICHAEL  
CHAMBERS, an individual;

18 Defendants.  
19

Case No.

**COMPLAINT**

20 Plaintiff OpBiz, LLC ("OpBiz") complains against Defendants The Production  
21 Group, LLC ("TPG"), Shay/Chambers, LLC dba M/C Productions ("MC Productions"), Glenn  
22 Medas ("Medas") and David Michael Chambers ("Chambers") as follows:

23 **NATURE OF THE CASE**

24 This is an action for trademark infringement, cybersquatting, false advertisement and false  
25 designation of origin under the Lanham Act, with pendant state law claims for trademark  
26 infringement and deceptive trade practices under the Nevada Revised Statutes, and claims for  
27 trademark infringement and intentional interference with prospective economic advantage under  
28 common law.

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**JURISDICTION AND VENUE**

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2 1. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C.  
3 §§ 1331 and 1338(a). This Court has supplemental jurisdiction over Plaintiff's state law claims  
4 pursuant to 28 U.S.C. § 1367(a).

5 2. This Court has personal jurisdiction over Defendant TPG based upon the  
6 following: (a) Defendant TPG is a Nevada limited liability company that regularly conducts  
7 business in the State of Nevada as a producer of live entertainment in resort casinos and  
8 otherwise; (b) Defendant TPG owns a Nevada state service mark registration for a mark that  
9 infringes upon Plaintiff's intellectual property; (c) Defendant TPG is infringing upon the  
10 intellectual property of Plaintiff, a Nevada limited liability company that regularly conducts  
11 business in the State of Nevada; and (d) Defendant TPG intentionally caused consumer confusion  
12 and infringed upon Plaintiff's trademarks by using Plaintiff's trademarks in Nevada and  
13 publishing advertising directed at residents of the State of Nevada.

14 3. This Court has personal jurisdiction over Defendant MC Productions based upon  
15 the following (a) Defendant MC Productions is a Nevada limited liability company that regularly  
16 conducts business in the State of Nevada; (b) Defendant MC Productions conducts business in the  
17 State of Nevada as a producer of live entertainment in Las Vegas resort casinos and otherwise;  
18 (c) Defendant MC Productions is infringing upon the intellectual property of Plaintiff OpBiz, a  
19 Nevada limited liability company that regularly conducts business in the State of Nevada; and  
20 (d) Defendant MC Productions intentionally caused consumer confusion and infringed upon  
21 Plaintiff's trademarks by using Plaintiff's trademarks in Nevada and publishing advertising  
22 directed at residents of the State of Nevada.

23 4. This Court has personal jurisdiction over Defendants Medas and Chambers based  
24 upon the following: (a) Defendants Medas and Chambers work and regularly conduct business in  
25 the State of Nevada as producers of live entertainment in Las Vegas resort casinos and otherwise;  
26 (b) Defendants Medas and Chambers are infringing upon the intellectual property of Plaintiff  
27 OpBiz, a Nevada limited liability company that regularly conducts business in the State of  
28 Nevada; and (c) Defendants Medas and Chambers intentionally caused consumer confusion and

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1 infringed upon Plaintiff's trademarks by using Plaintiff's trademarks in Nevada and publishing  
2 advertising directed at residents of the State of Nevada.

3 **PARTIES**

4 5. Plaintiff OpBiz is a Nevada limited liability company that owns and operates the  
5 Planet Hollywood Resort & Casino in Las Vegas, Nevada.

6 6. Plaintiff owns a federal trademark registration with the United States Patent and  
7 Trademark Office (the "USPTO") for the mark: **THE SUNSET STRIP BAND** (U.S.  
8 Registration No. 3,192,328) for "entertainment, namely live performances by a musical band," in  
9 International Class 41 (first use: August 22, 2005). A true and correct copy of Plaintiff's Federal  
10 Registration is attached hereto as **Exhibit 1**.

11 7. Plaintiff also owns a Nevada State trademark registration for the mark:  
12 **THE SUNSET STRIP BAND** (NV Registration No. 20050441681-91) for "entertainment  
13 services rendered by a musical group," in Class 107 (first use: August 22, 2005). A true and  
14 correct copy of Plaintiff's Nevada Registration is attached hereto as **Exhibit 2**.

15 8. Defendant TPG is a Nevada limited liability company that staffs entertainers for  
16 various venues; TPG staffed the musical band and dance group that is operating under Plaintiff's  
17 trademarks without authorization.

18 9. Defendant MC Productions is a Nevada limited liability company that also staffs  
19 entertainers for various venues; MC Productions staffed the musical band and dance group that is  
20 operating under Plaintiff's trademarks without authorization.

21 10. Defendant Medas is the President and Managing Member of TPG, and Executive  
22 Producer of the musical band and dance group that is operating under Plaintiff's trademarks  
23 without authorization.

24 11. Defendant Chambers is the Managing Member of Shay/Chambers, LLC that does  
25 business as "M/C Productions" and "MC Productions." Defendant Chambers is the Co-Producer  
26 of the musical band and dance group that is operating under Plaintiff's trademarks without  
27 authorization.

28

**ALLEGATIONS COMMON TO ALL COUNTS**

**Plaintiff's Rights**

12. Plaintiff OpBiz owns and operates the Planet Hollywood Resort & Casino located on the Las Vegas "Strip" in Las Vegas, Nevada.

13. Plaintiff offers various services at the Planet Hollywood Resort & Casino, including resort, hotel, spa, restaurant, and bar services. Plaintiff also offers a variety of entertainment services such as casino services, nightclub services, and live entertainment performances by singers, comedians, dancers, and musical groups.

14. In 2004, Plaintiff purchased the Aladdin Hotel and Casino, which it subsequently re-branded as the Planet Hollywood Resort & Casino.

15. As part of the re-branding process, Plaintiff undertook a massive structural and design remodeling of the hotel and casino. Plaintiff also began developing new entertainment services to be offered at the property in connection with the PLANET HOLLYWOOD brand – a brand that consumers associate with celebrity status, a Hollywood/California lifestyle and the entertainment industry.

16. In spring of 2005, Plaintiff's President, Michael Mecca, and Vice President of Entertainment, Paul Davis, began developing entertainment concepts that would reflect the look and feel of the PLANET HOLLYWOOD brand. They determined to create a house band that would symbolize the PLANET HOLLYWOOD brand – a high-energy, live music and entertainment group performing within the Planet Hollywood property.

17. Plaintiff's employees, Mecca and Davis, in consultation with Defendants Medas and Chambers, came up with possible names for the house band. Plaintiff's legal department conducted the appropriate research to clear the names and determined that THE SUNSET STRIP BAND was available for use by Plaintiff.

18. In June 2005, Michael Mecca made the final determination to adopt THE SUNSET STRIP BAND as the trademark of Planet Hollywood's house band. Plaintiff's Marketing Department created the logo shown below for the house band concept:

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3 19. Plaintiff chose the mark THE SUNSET STRIP BAND for brand-specific reasons.  
4 The "Sunset Strip" is a mile and a half strip of Sunset Boulevard that runs through West  
5 Hollywood, California that hosts a premier collection of boutiques, restaurants, rock clubs, and  
6 nightclubs known to be on the cutting edge of the entertainment industry. Its name suggests to  
7 consumers an association with Hollywood and celebrity lifestyles, and reflects the PLANET  
8 HOLLYWOOD brand identity.

9 20. Plaintiff's planned to use THE SUNSET STRIP BAND as a trademark, not for a  
10 specific line-up of individual performers, but as a long-running trademark for the house bands  
11 that would perform over the years at PLANET HOLLYWOOD.

12 21. Plaintiff hired Defendants, to assemble the singers and dancers that would initially  
13 perform under the name THE SUNSET STRIP BAND.

14 22. On August 22, 2005, singers and dancers contracted by Defendants began  
15 performing at Planet Hollywood's Sinbad's Lounge, and later at Planet Hollywood's Curve  
16 Lounge, under the mark THE SUNSET STRIP BAND. At this time, Defendants had actual  
17 notice of Plaintiff's claim of ownership in the mark THE SUNSET STRIP BAND in Las Vegas.

18 23. While Defendants provided the performers and structured, rehearsed and  
19 choreographed their numbers; Plaintiff controlled the overall production, including lighting,  
20 sound, and final approval on overall style and content.

21 24. Plaintiff paid Defendant, MC Productions, up to \$11,500 per week to supply the  
22 singers and dancers that performed in Plaintiff's casino resort under the mark THE SUNSET  
23 STRIP BAND. From August 2005 to June 2006 Plaintiff paid Defendants an approximate total of  
24 \$458,050 for such services.

25 25. On September 28, 2005, with defendants' knowledge, Plaintiff filed a Nevada state  
26 trademark application for the mark **THE SUNSET STRIP BAND** (NV Registration No.  
27 20050441681-91) for "entertainment services rendered by a musical group," in Class 107. A  
28 registration issued to Plaintiff, OpBiz, LLC, shortly thereafter. See **Exhibit 2**.

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1           26. At the time of registration, Defendants were on actual and constructive notice of  
2 Plaintiff's claim to exclusive rights in the mark THE SUNSET STRIP BAND in Nevada.

3           27. Defendants did not object when Plaintiff filed its Nevada state trademark  
4 application; Defendants did not object when that application matured into a registration.

5           28. On October 8, 2005, Plaintiff filed a federal trademark application for the mark:  
6 **THE SUNSET STRIP BAND** (U.S. Registration No. 3,192,328) for "entertainment, namely live  
7 performances by a musical band," in International Class 41. See **Exhibit 1**.

8           29. On June 20, 2006, Plaintiff's federal trademark application was published for  
9 opposition in the Official Gazette of the USPTO, putting Defendants on constructive notice of  
10 Plaintiff's federal claim to exclusive rights in the mark THE SUNSET STRIP BAND in the  
11 United States.

12           30. Defendants did object when Plaintiff filed its federal trademark application;  
13 Defendants did not oppose Plaintiff's federal registration of THE SUNSET STRIP BAND during  
14 the 30-day opposition.

15           31. On January 1, 2007, the USPTO issued a federal Registration (on the Principle  
16 Register) for THE SUNSET STRIP BAND to Plaintiff, OpBiz, LLC.

17           32. Neither of Plaintiff's federal or state trademark registrations for mark THE  
18 SUNSET STRIP BAND (collectively, the "SUNSET STRIP Marks") have been abandoned,  
19 cancelled or revoked.

20           33. Plaintiff also spent substantial sums of money to advertise and promote its  
21 entertainment services under the SUNSET STRIP Marks in print and broadcast media and on the  
22 Internet through its website accessible in the United States and throughout the world at  
23 <planethollywood.com>, <planethollywoodresort.com> and <aladdincasino.com>. True and  
24 correct copies of samples of Plaintiff's marketing materials are attached hereto as **Exhibit 3**.

25           34. Plaintiff estimates that it spent several hundred thousand dollars to advertise and  
26 promote its entertainment services under the SUNSET STRIP Marks and to develop the website  
27 that promoted the SUNSET STRIP band.  
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1 35. Because of Plaintiff's extensive advertising and promotion, consumers recognize  
2 Plaintiff and its Planet Hollywood Resort & Casino as the original source of entertainment  
3 services offered under the SUNSET STRIP Marks.

4 36. In spring of 2006, Plaintiff decided to temporarily discontinue performances under  
5 the SUNSET STRIP Marks because the venues where the performances had been taking place  
6 were scheduled for demolition or massive renovations. Plaintiff informed Defendants that they  
7 would not need to provide performers for the SUNSET STRIP BAND after June 2006.

8 37. Plaintiff does not currently provide live entertainment services under the SUNSET  
9 STRIP Marks but it has a bona fide intent to continue using the SUNSET STRIP Marks in  
10 connection with a Planet Hollywood house band upon completion of its renovations.

11 **Defendant's Infringing Activities**

12 38. In approximately July 2006, Defendant, Glenn Medas, requested Plaintiff's  
13 permission to use the SUNSET STRIP Marks for approximately six (6) months at a venue not  
14 controlled by Plaintiff. The stated reason for the trademark license was to help Medas get another  
15 "gig" for the performers he had assembled to perform at Planet Hollywood Resort & Casino.

16 39. Plaintiff orally agreed to the trademark license requested by Defendant Medas for  
17 a six month period (the "Grace Period") to continue using the SUNSET STRIP Marks. On  
18 information and belief, Plaintiff also sent a confirming memorandum regarding the trademark  
19 license and Grace Period, although Plaintiff has not yet found a copy of that confirming  
20 memorandum. If a copy is located, Plaintiff will provide a copy to the Court.

21 40. The Grace Period was to begin in June or July 2006 and expired in December 2006  
22 or January 2007.

23 41. Without Plaintiff's authorization or permission, and well beyond expiration of the  
24 Grace Period, Defendants continued to use Plaintiff's SUNSET STRIP Marks in connection with  
25 a musical band and dance group.

26 42. Without Plaintiff's authorization or permission, and well beyond expiration of the  
27 Grace Period, Defendants continued to market a music and dance group under the mark SUNSET  
28 STRIP.

1 43. Upon information and belief, without Plaintiff's authorization or permission,  
2 Defendants registered the domain name <sunsetstripllasvegas.com> in April 2006 using an  
3 anonymous domain name registrar. A true and correct copy of Defendants' domain name  
4 registration, registered under a privacy shield service, 1&1 Internet, Inc., is attached hereto as  
5 **Exhibit 4.**

6 44. Defendants subsequently linked that domain name to a live website featuring  
7 information about Defendants' music and dance group under the mark SUNSET STRIP. A true  
8 and correct copy of Defendants' website attached to <sunsetstripllasvegas.com> is attached hereto  
9 as **Exhibit 5.**

10 45. Without Plaintiff's authorization or permission, and well beyond expiration of the  
11 Grace Period, Defendants also continue to promote their entertainment services on other Internet  
12 websites, including Defendant TPG's homepage at <tpgnv.com> and Defendant MC Productions  
13 homepage at <mcproductions.us>. True and correct copies of Defendants' website are attached  
14 hereto as **Exhibits 6 and 7.**

15 46. Without Plaintiff's authorization or permission, and well beyond expiration of the  
16 Grace Period, Defendants continue to offer entertainment services and related merchandise to  
17 consumers under the SUNSET STRIP mark, and solicit contracts for their entertainment services  
18 from other resort hotels and casinos in Las Vegas under the SUNSET STRIP mark.

19 47. Without Plaintiff's authorization or permission, and well beyond expiration of the  
20 Grace Period, Defendant TPG filed a Nevada service mark application for the mark SUNSET  
21 STRIP for "entertainment services, namely performers[sic] by singers, dancers, & musicians &  
22 related miscellaneous product[sic] and merchandise" in Class 107. Defendant TPG's application  
23 was filed on June 15, 2007, nearly two years after Plaintiff filed its federal and state trademark  
24 applications for the SUNSET STRIP Marks. A true and correct copy of Defendant TPG's  
25 Nevada State service mark is attached hereto as **Exhibit 8.**

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**Settlement Attempts**

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2 48. Plaintiff has contacted Defendants on numerous occasions to enforce its rights in  
3 the SUNSET STRIP Marks without judicial intervention.

4 49. On June 22, 2007, Plaintiff contacted Defendant Medas by telephone to demand  
5 that Defendants cease their unauthorized use of Plaintiff's SUNSET STRIP Marks and cancel  
6 Defendant TPG's Nevada service mark application for SUNSET STRIP.

7 50. Defendants failed to comply with Plaintiff's demands.

8 51. On July 18, 2007, Plaintiff contacted Defendant Medas by letter correspondence to  
9 demand that Defendants cease their unauthorized use of Plaintiff's SUNSET STRIP Marks and  
10 cancel Defendant TPG's Nevada service mark application for SUNSET STRIP. A true and  
11 correct copy of Plaintiff's First Demand Letter is attached hereto as **Exhibit 9**.

12 52. Again, Defendant failed to comply with Plaintiff's demands.

13 53. Two months later, on September 25, 2008, Plaintiff contacted Defendant Medas by  
14 letter correspondence for the second time, to demand that Defendants cease their unauthorized  
15 use of Plaintiff's SUNSET STRIP Marks and cancel Defendant TPG's Nevada service mark  
16 application for SUNSET STRIP. A true and correct copy of Plaintiff's Second Demand Letter is  
17 attached hereto as **Exhibit 10**.

18 54. Again, Defendant failed to comply with Plaintiff's demands.

19 55. A month later, on October 16, 2007, Plaintiff contacted Defendant Medas by letter  
20 correspondence for the third time, to demand that Defendants cease their unauthorized use of  
21 Plaintiff's SUNSET STRIP Mark and cancel Defendant TPG's Nevada service mark application  
22 for SUNSET STRIP. A true and correct copy Plaintiff's Third Demand Letter is attached hereto  
23 as **Exhibit 11**.

24 56. Defendant Medas responded to Plaintiff's third demand letter acknowledging the  
25 dispute and requested documentation supporting Plaintiff's demands. A true and correct copy of  
26 Defendant's October 16, 2007 Response is attached hereto as **Exhibit 12**.

27 57. However, when Plaintiff provided Defendant Medas copies of its U.S. and Nevada  
28 registrations for the SUNSET STRIP MARKS, Defendant Medas denied any infringement,

1 asserting that Plaintiff's mark THE SUNSET STRIP BAND for a musical group is not likely to be  
2 confused with Defendant's use of the mark SUNSET STRIP for a musical group. See a true and  
3 correct copy of Defendant's April 3, 2008 correspondence is attached hereto as **Exhibit 13**.

4 58. To date, Defendants refuse to comply with Plaintiff's demands and continue to  
5 infringe Plaintiff's SUNSET STRIP Marks.

6 59. In fact, Defendants appear to have secured a long-term contract with the Las  
7 Vegas Hilton resort hotel and casino to provide musical entertainment services under Plaintiff's  
8 SUNSET STRIP Marks. A true and correct copy of the Las Vegas Hilton website promoting  
9 Defendants' entertainment services under Plaintiff's SUNSET STRIP Marks is attached hereto as  
10 **Exhibit 14**.

11 **FIRST CLAIM FOR RELIEF**

12 **(Federal Trademark Infringement – 15 U.S.C. § 1114)**

13 60. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 59  
14 as though fully set forth herein.

15 61. Defendants used and are using in commerce the name SUNSET STRIP to promote  
16 their entertainment services, namely performances by a musical band and dancers, and associated  
17 merchandise.

18 62. Defendants' use in commerce of a mark confusingly similar to Plaintiff's SUNSET  
19 STRIP Marks for entertainment services and related merchandise, constitutes a reproduction,  
20 copying, counterfeiting, and colorable imitation of Plaintiff's trademark in a manner that is likely  
21 to cause confusion or mistake, or is likely to deceive consumers.

22 63. By using marks confusingly similar to Plaintiff's SUNSET STRIP Marks with the  
23 knowledge that Plaintiff owns, has used, and will continue to use its mark in Nevada, Defendants  
24 intended to cause confusion, cause mistake, and/or deceive consumers.

25 64. Defendants are using a mark identical and/or confusingly similar to Plaintiff's  
26 SUNSET STRIP Marks in connection with the sale, offering for sale, or advertising of services in  
27 a manner that is likely to cause confusion, or to cause mistake, or to deceive consumers as to the  
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1 affiliation, connection or association with Plaintiff or as to the origin, sponsorship, or approval of  
2 Defendants' services or commercial activities.

3 65. Defendants' use of the SUNSET STRIP mark has been with knowledge of  
4 Plaintiff's prior rights to the SUNSET STRIP Marks and therefore constitutes willful  
5 infringement.

6 66. Unless Defendants are immediately enjoined and prohibited from using the  
7 SUNSET STRIP mark to market their entertainment services and merchandise, Defendants will  
8 continue to infringe upon Plaintiff's SUNSET STRIP Marks.

9 67. As a direct and proximate result of Defendants' infringement, Plaintiff has suffered  
10 and will continue to suffer monetary loss and irreparable injury to its business, reputation and  
11 goodwill.

12 **SECOND CLAIM FOR RELIEF**

13 **(Unfair Competition: False Designation of Origin – 15 U.S.C. § 1125(a)(1)(A))**

14 68. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 67  
15 as though fully set forth herein.

16 69. Defendants' use of the SUNSET STRIP mark constitutes a false designation of  
17 origin because it indicates to the consumer that Defendants' entertainment services and  
18 merchandise are produced by, or affiliated or associated with Plaintiff when in fact they are not.

19 70. Defendants' actions have created a likelihood of confusion among consumers who  
20 will falsely believe that Defendants' entertainment services and merchandise are produced by, or  
21 affiliated or associated with Plaintiff when in fact they are not.

22 71. Defendants' use of the SUNSET STRIP mark to market its goods and services to  
23 the public constitutes intentional conduct by Defendants to make false designations of origin and  
24 false descriptions about Defendants' good, services and commercial activities.

25 72. Unless Defendants are immediately prohibited from using the SUNSET STRIP  
26 mark to market their goods and services, Defendants will continue to intentionally make false  
27 designations of origin and false descriptions about Defendants' goods, services, and commercial  
28 activities.

1 73. As a direct and proximate result of Defendants' false designation of origin,  
2 Plaintiff has suffered, and will continue to suffer, monetary loss and irreparable injury to its  
3 business, reputation and goodwill.

4 **THIRD CLAIM FOR RELIEF**

5 **(Unfair Competition: False Advertising – 15 U.S.C. § 1125(a)(1)(B))**

6 74. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 73  
7 as though fully set forth herein.

8 75. Upon information and belief, Defendants are intentionally and falsely advertising  
9 their goods, services and commercial activities to misrepresent the nature, characteristics,  
10 qualities and/or geographic origin of Defendants' goods, services, and commercial activities by  
11 marketing and advertising their entertainment services and merchandise under the SUNSET  
12 STRIP mark, and in connection with the Hilton hotel and casino in Las Vegas.

13 76. Defendants' advertising constitutes false advertising and a misrepresentation of the  
14 nature, characteristics, qualities, and/or geographic origin of Defendants' goods, services, and  
15 commercial activities.

16 77. Unless Defendants are immediately enjoined and prohibited from using the  
17 SUNSET STRIP Marks, Defendants will continue to falsely advertise their goods, services and  
18 commercial activities.

19 78. As a direct and proximate result of Defendants' false advertising, Plaintiff has  
20 suffered, and will continue to suffer, monetary loss and irreparable injury to its business,  
21 reputation and goodwill.

22 **FOURTH CLAIM FOR RELIEF**

23 **(Cybersquatting – 15 U.S.C. § 1125(d))**

24 79. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 78  
25 as though fully set forth herein.

26 80. Defendants have registered, trafficked in, and/or used a domain name that is  
27 identical or confusingly similar to and/or dilutive of Plaintiff's SUNSET STRIP Marks, which  
28 were distinctive at the time of registration of the domain name.

1 81. Upon information and belief, Defendants have or had bad-faith intent to profit  
2 from Plaintiff's trademarks.

3 82. As a direct and proximate result of such conduct, Plaintiff has suffered, and will  
4 continue to suffer, monetary loss and irreparable injury to its business, reputation and goodwill.

5 **FIFTH CLAIM FOR RELIEF**

6 **(State Trademark Infringement – N.R.S. § 600.420)**

7 83. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 82  
8 as though fully set forth herein.

9 84. Plaintiff owns a State of Nevada trademark registration for THE SUNSET STRIP  
10 BAND.

11 85. Defendants used, without Plaintiff's consent, reproductions, counterfeits, copies  
12 and/or colorable imitations of Plaintiff's SUNSET STRIP Marks in connection with the sale,  
13 offering for sale and/or advertising of Defendants' goods and services.

14 86. Defendants willfully reproduced, counterfeited, copied and/or colorably imitated  
15 Plaintiff's SUNSET STRIP Marks and applied, or caused to be applied, that reproduction,  
16 counterfeit, copy or colorable imitation to Defendants' goods and services and advertisements for  
17 those goods and services.

18 87. Defendants' use of Plaintiff's SUNSET STRIP Marks (or reproductions,  
19 counterfeits, copies, or colorable imitations thereof), is likely to cause confusion or mistake  
20 among consumers, or result in deception as to the source of origin of such goods and services.

21 88. Unless Defendants are enjoined and prohibited from continuing to engage in their  
22 infringement of Plaintiff's SUNSET STRIP Marks, Defendants will continue to infringe upon  
23 Plaintiff's marks.

24 89. As a direct and proximate result of Defendants' trademark infringement, Plaintiff  
25 has suffered, and will continue to suffer, monetary loss and irreparable injury to its business,  
26 reputation and goodwill.

27 90. Plaintiff has suffered, and will suffer irreparable injury to its business, reputation,  
28 and goodwill.

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**SIXTH CLAIM FOR RELIEF**

**(Deceptive Trade Practices – N.R.S. § 598.0915)**

91. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 90 as though fully set forth herein.

92. Upon information and belief, in the course of their business, Defendants knowingly made false representations as to affiliation, connection, and/or association with Plaintiff by using a mark identical or confusingly similar to Plaintiff's SUNSET STRIP Marks and otherwise engaging in deceptive trade practices.

93. Unless Defendants are immediately enjoined and prohibited from engaging in such deceptive trade practices, Defendants will continue their unlawful activities.

94. As a direct and proximate result of Defendants' engagement in deceptive trade practices, Plaintiff has suffered, and will continue to suffer, monetary loss and irreparable injury to its business, reputation and goodwill.

**SEVENTH CLAIM FOR RELIEF**

**(Common Law Trademark Infringement)**

95. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 94 as though fully set forth herein.

96. By virtue of having used and using its SUNSET STRIP Marks, Plaintiff has acquired common law rights in the marks.

97. Defendants' use of a mark identical or confusingly similar to Plaintiff's SUNSET STRIP Marks infringes upon Plaintiff's common law rights in those marks, and is likely to cause confusion, mistake or deception among consumers who will believe that Defendants' goods and services are affiliated with or endorsed by Plaintiff when they are not.

98. Unless Defendants are enjoined and prohibited from continuing to engage in their infringement of Plaintiff's SUNSET STRIP Marks, Defendants will continue to infringe upon Plaintiff's marks.

1 99. As a direct and proximate result of Defendants' common law trademark  
2 infringement, Plaintiff has suffered, and will continue to suffer, monetary loss and irreparable  
3 injury to its business, reputation and good will.

4 **EIGHTH CLAIM FOR RELIEF**

5 **(Intentional Interference with Prospective Economic Advantage)**

6 100. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 99  
7 as though fully set forth herein.

8 101. Upon information and belief, at and since the time Defendants adopted and began  
9 using Plaintiff's SUNSET STRIP Marks, Defendants knew and have known that Plaintiff is in the  
10 business of providing resort hotel, casino and other related entertainment services, including live  
11 musical, theatrical and dance performances.

12 102. Upon information and belief, Defendants committed acts intended or designed to  
13 disrupt Plaintiff's prospective economic advantage arising from advertising and/or providing these  
14 services.

15 103. Defendants' actions have disrupted or are intended to disrupt Plaintiff's business  
16 by, among other things, diverting consumers away from its hotel casino.

17 104. Defendants have no legal right, privilege or justification for their conduct.

18 105. As a direct and proximate result of Defendants' intentional interference with  
19 Plaintiff's prospective economic advantage, Plaintiff has suffered and will continue to suffer  
20 monetary damages and irreparable injury.

21 106. Based on the intentional, willful and malicious nature of Defendants' actions,  
22 Plaintiff is entitled to recover exemplary damages and reasonable attorneys' fees and costs  
23 incurred in connection with this action.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

26 A. Preliminary and permanent injunction prohibiting Defendants, their respective  
27 officers, agents, servants, employees and/or all persons acting in concert or participation with  
28 them, from: (1) using Plaintiff's trademarks or confusingly similar variations thereof, alone or in

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1 combination with any other words, letter strings, phrases or designs, in commerce or in  
2 connection with any business or for any other purpose (including, but not limited to, on websites  
3 and in domain names); (2) representing themselves or any of their officers, agents, servants,  
4 employees and/or all other persons acting in concert therewith, as representatives of Plaintiff;  
5 (3) representing to third parties that their activities, or the activities of their officers, agents,  
6 servants, employees and/or all other persons acting in concert therewith, are affiliated with or  
7 endorsed by Plaintiff; and (4) representing to third parties that their entertainment services and  
8 merchandise are in any way affiliated with or endorsed by Plaintiff.

9 B. A preliminary and permanent injunction prohibiting Defendants, their respective  
10 officers, agents, servants, employees and/or all other persons acting in concert or participation  
11 therewith from registering, owning, leasing, selling, or trafficking in any domain names  
12 containing Plaintiff's marks or confusingly similar variations thereof, alone or in combination  
13 with any other letters, words, phrases or designs; and requiring the current domain name registrar  
14 to transfer the <sunsetstriplasvegas.com> domain name to Plaintiff.

15 C. Cancellation of Defendants TPG's Nevada State service mark registration for  
16 SUNSET STRIP in Class 107 for entertainment services.

17 D. Disgorgement of profits earned by Defendants for entertainment services offered  
18 under the SUNSET STRIP Marks without authorization.

19 E. An award of compensatory, consequential, statutory, and punitive damages to  
20 Plaintiff in an amount to be determined at trial.

21 F. An award of interest, costs, and attorneys' fees incurred by Plaintiff in prosecuting  
22 this action.

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G. All other relief to which Plaintiff is entitled.

DATED this 16th day of April, 2008

Brownstein Hyatt Farber Schreck, LLP

By: /s/ Jason Firth

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