

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

SLEP-TONE ENTERTAINMENT
CORPORATION,
Plaintiff,

v.

TEQUILA MEXICO OF PENSACOLA,
INC.; MALIBU LOUNGE & PACKAGE
STORE, INC.; BARBEQUE INTEGRATED,
INC.; TWO JOE'S, INC.; SOUTH STREET
RESTAURANT GROUP, INC.; BONITA
PAGE, LLC; LJR INVESTMENTS OF
BRADENTON, LLC; THE SALAD
WERKS, INC.; JRMZ ENTERPRISES INC;
ROSELYN CRISSEY'S, INC.; JACK'S
BAIT SHACK, INC.; MARION DUBE,
INC.; HOELZER PROPERTIES, INC.;
BMOK LLC; NAPLES EAST BEEFS INC.;
BOBKATZ BAR & GRILL, INC.; WHITE
ANGUS OF TAMPA, INC.; IL MIO SOGNO
LLC; OASIS CAFE, INC.; ARTISTIC
ENDEAVORS, INC.; and ODELL'S
PLACE, L.L.C.,
Defendants.

Civil Action No. 3:11cv191

COMPLAINT

The Plaintiff, Slep-Tone Entertainment Corporation ("Slep-Tone"), by its undersigned counsel, complains of the Defendants and for its complaint alleges as follows:

JURISDICTION AND VENUE

1. This is an action for trademark infringement and unfair competition arising under §§ 32 and 43 of the Trademark Act of 1946, 15 U.S.C. §§ 1114 and 1125. This Court has exclusive jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331, in that this is a civil action arising under the laws of the United States.
2. This Court further has jurisdiction pursuant to 28 U.S.C. § 1338(a), in that this civil action arises under an Act of Congress relating to trademarks, and, as to the Plaintiff's Lanham Act unfair competition claim, pursuant to 28 U.S.C. § 1338(b), in that the claim is joined with a substantial and related claim under the trademark laws of the United States.
3. This Court has supplemental jurisdiction over the subject matter of the Plaintiff's state-law claims pursuant to 28 U.S.C. § 1367(a), in that those claims are so related to the Plaintiff's federal claims that they form part of the same case or controversy.
4. Alternatively, this Court has jurisdiction over the subject matter of the Plaintiff's state-law claims pursuant to 28 U.S.C. § 1332(a), in that this is an action between citizens of different States, and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b), because all of the defendants reside in this State, and at least one of the defendants resides in this judicial district.

THE PLAINTIFF

6. Plaintiff SLEP-TONE is a North Carolina corporation having its principal place of business at 14100 South Lakes Drive, Charlotte, North Carolina.

THE DEFENDANTS

7. Defendant TEQUILA MEXICO OF PENSACOLA, INC. is a Florida corporation with its principal business address in or near Pensacola, Florida. Defendant TEQUILA MEXICO OF PENSACOLA, INC. operates an eating and drinking establishment known as “Tequila Mexico” at which karaoke entertainment is provided.
8. Defendant MALIBU LOUNGE & PACKAGE STORE, INC. is a Florida corporation with its principal business address in or near Pensacola, Florida. Defendant MALIBU LOUNGE & PACKAGE STORE, INC. operates an eating and drinking establishment known as “Malibu Lounge” at which karaoke entertainment is provided.

9. Defendant BARBEQUE INTEGRATED, INC. is a Delaware corporation with a principal business address in or near Orlando, Florida. Defendant BARBEQUE INTEGRATED, INC. operates an eating and drinking establishment known as “Smokey Bones Bar & Fire Grill” at which karaoke entertainment is provided.
10. Defendant TWO JOE’S, INC. is a Florida corporation with its principal business address in or near Bonita Springs, Florida. Defendant TWO JOE’S, INC. operates an eating and drinking establishment known as “Sneaky Pete’s” at which karaoke entertainment is provided.
11. Defendant SOUTH STREET RESTAURANT GROUP, INC. is a Florida corporation with its principal business address in or near Naples, Florida. Defendant SOUTH STREET RESTAURANT GROUP, INC. operates an eating and drinking establishment known as “South Street City Oven and Grill” at which karaoke entertainment is provided.
12. Defendant BONITA PAGE, LLC is a Florida limited liability company having its principal place of business in or near Bonita Springs, Florida. Defendant BONITA PAGE, LLC operates an eating and drinking establishment known as “Stevie Tomato’s Sports Page” at which karaoke entertainment is provided.

13. Defendant LJR INVESTMENTS OF BRADENTON, LLC is a Florida limited liability company having its principal place of business in or near Bradenton, Florida. Defendant LJR INVESTMENTS OF BRADENTON, LLC operates an eating and drinking establishment known as “Tequila Beach Sport Grille” at which karaoke entertainment is provided.
14. Defendant THE SALAD WERKS, INC. is a Florida corporation with principal business addresses in Naples, Florida and in Marco Island, Florida. Defendant THE SALAD WERKS, INC. operates two eating and drinking establishments, both known as “Porky’s Last Stand” at which karaoke entertainment is provided.
15. Defendant JRMZ ENTERPRISES INC is a Florida corporation with its principal business address in or near Fort Myers, Florida. Defendant JRMZ ENTERPRISES INC operates an eating and drinking establishment known as “Potts Sports Cafe” at which karaoke entertainment is provided.
16. Defendant ROSELYN CRISSEY’S, INC. is a Florida corporation with its principal business address in or near Lauderhill, Florida. Defendant ROSELYN CRISSEY’S, INC. operates an eating and drinking establishment known as “Rosey Baby Crawfish & Cajun House” at which karaoke entertainment is provided.

17. Defendant JACK'S BAIT SHACK, INC. is a Florida corporation with its principal business address in or near Naples, Florida. Defendant JACK'S BAIT SHACK, INC. operates an eating and drinking establishment known as "Jack's Bait Shack" at which karaoke entertainment is provided.
18. Defendant MARION DUBE, INC. is a Florida corporation with its principal business address in or near Largo, Florida. Defendant MARION DUBE, INC. operates an eating and drinking establishment known as "The Little Pub" at which karaoke entertainment is provided.
19. Defendant HOELZER PROPERTIES, INC. is a Florida corporation with its principal business address in or near Naples, Florida. Defendant HOELZER PROPERTIES, INC. operates an eating and drinking establishment known as "Grumpy's Ale House" at which karaoke entertainment is provided.
20. Defendant BMOK LLC is a Florida limited liability company having its principal place of business in or near Sunrise, Florida. Defendant BMOK LLC operates an eating and drinking establishment known as "Hot Shots Bar & Billiards" at which karaoke entertainment is provided.
21. Defendant NAPLES EAST BEEFS INC. is a Florida corporation with its principal business address in or near Naples, Florida. Defendant NAPLES EAST BEEFS INC. operates an eating and drinking establishment known as "Beef O Brady's" at which karaoke entertainment is provided.

22. Defendant BOBKATZ BAR & GRILL, INC. is a Florida corporation with its principal business address in or near Hudson, Florida. Defendant BOBKATZ BAR & GRILL, INC. operates an eating and drinking establishment known as “Bobkatz Bar & Grill” at which karaoke entertainment is provided.
23. Defendant WHITE ANGUS OF TAMPA, INC. is a Florida corporation with its principal business address in or near Tampa, Florida. Defendant WHITE ANGUS OF TAMPA, INC. operates an eating and drinking establishment known as “Cornerstone Pub” at which karaoke entertainment is provided.
24. Defendant IL MIO SOGNO LLC is a Florida limited liability company having its principal place of business in or near Naples, Florida. Defendant IL MIO SOGNO LLC operates an eating and drinking establishment known as “Mongello’s Restaurant & Lounge” at which karaoke entertainment is provided.
25. Defendant OASIS CAFE, INC. is a Florida corporation with its principal business address in or near Stuart, Florida. Defendant OASIS CAFE, INC. operates an eating and drinking establishment known as “Oasis Cafe” at which karaoke entertainment is provided.
26. Defendant ARTISTIC ENDEAVORS, INC. is a Florida corporation with its principal business address in or near New Port Richey, Florida. Defendant

ARTISTIC ENDEAVORS, INC. operates an eating and drinking establishment known as “Jilly’s Lounge” at which karaoke entertainment is provided.

27. Defendant ODELL’S PLACE, L.L.C. is a Florida limited liability company with its principal business address in or near Port Richey, Florida.

Defendant ODELL’S PLACE, L.L.C. operates an eating and drinking establishment known as “Odell’s Place” at which karaoke entertainment is provided.

BACKGROUND FACTS

28. The term “karaoke” means “empty orchestra” in Japanese. Karaoke entertainment has grown into a multi-million dollar business in the United States.
29. Karaoke compact disc plus graphics or MP3 plus graphics recordings contain re-created arrangements of popular songs for use as “accompaniment tracks.”
30. Typically, the lead vocal tracks in an accompaniment track are omitted so that a karaoke participant can sing along, as though he or she were the lead singer. In other situations, the lead vocal track by a sound-alike artist might be included, and some formats allow the lead vocal to be selectively muted

upon playback so that the accompaniment track may be listened to either with or without the lead vocals.

31. The “graphics” portion of a karaoke recording refers to the encoding of the recording with data to provide a contemporaneous video display of the lyrics to the song, in order to aid the performer.
32. This graphics data is also utilized to mark the accompaniment tracks with the Sound Choice trademarks and to cause the Sound Choice trademarks to be displayed upon playback.
33. Entertainers who provide karaoke services in bars, restaurants, and other venues such as those operated by the Defendants are known as karaoke jockeys (“KJs”), karaoke hosts, or karaoke operators. The services provided by KJs typically include providing the karaoke music and equipment for playback, entertaining the assembled crowd for warm-up purposes, and organizing the karaoke show by controlling access to the stage, setting the order of performance, and operating the karaoke equipment.
34. Legitimate KJs purchase equipment and purchase or license compact discs containing accompaniment tracks and charge for the above-mentioned karaoke services.
35. Many KJs, including some of the ones hired by the present Defendants, obtain, copy, share, distribute and/or sell media-shifted copies of the

accompaniment tracks via pre-loaded hard drives, USB drives, CD-R's, or the Internet.

36. Neither SLEP-TONE nor any of its associated companies has ever authorized the digitization of its songs for commercial use in producing karaoke shows.
37. SLEP-TONE tolerates, but does not authorize, the shifting of its accompaniment tracks from the original medium to another medium, such as a computer hard drive, provided that the KJ strictly follows SLEP-TONE's media-shifting policy by maintaining "one-to-one correspondence."
38. "One-to-one correspondence" requires (1) that each track stored on an alternative medium have originated from an original Sound Choice compact disc; (2) that the tracks from the original Sound Choice compact disc be shifted to one, and only one, alternative medium at a time; (3) that the KJ maintain ownership and possession of the original Sound Choice compact disc while its content is shifted to the alternative medium; and (4) that the original Sound Choice compact disc not be used for any commercial purpose while its content is shifted to the alternative medium.
39. The copying, sharing, distribution, and selling of media-shifted tracks is not accompanied by the payment of any royalty to SLEP-TONE, nor authorized by any license agreement.

40. SLEP-TONE and its affiliated companies pay statutory and negotiated royalties to the owners of copyright in the underlying musical works for their activities in legitimately creating, copying, distributing, and selling compact discs containing karaoke accompaniment tracks.
41. Those persons, including the KJs hired by the Defendants, who illegitimately obtain, copy, share, distribute, and/or sell media-shifted copies of the Plaintiff's accompaniment tracks do not pay royalties to the owners of copyright in the underlying musical works.
42. SLEP-TONE and its affiliated companies have spent millions of dollars building and maintaining studios, hiring artists, building a distribution facility, paying royalties to copyright owners, building a company that is capable of reliably producing high-quality karaoke versions of current and historical musical hits, and building a brand that is one of the pre-eminent brands in the industry.
43. The widespread creation and use of counterfeit copies of SLEP-TONE's karaoke accompaniment tracks has denied SLEP-TONE the benefit of its investments.
44. These counterfeits include SLEP-TONE's registered trademarks and to the casual observer are virtually indistinguishable from genuine Sound Choice materials.

45. The Defendants could easily verify their contractors' compliance with SLEP-TONE's media-shifting policy by demanding to see the lawful original Sound Choice discs owned by the contractors.
46. Widespread karaoke piracy has contributed to the loss of more than sixty jobs at the Plaintiff's location in Charlotte, North Carolina, as well as several consecutive years of operating losses, as revenues do not cover fixed costs.
47. Legitimate KJs spend thousands of dollars acquiring SLEP-TONE's accompaniment tracks, an irreducible overhead cost that must be recovered over a significant number of engagements.
48. Illegitimate KJs, who acquire the songs in their libraries illegally, have an unfair advantage over legitimate KJs, because the illegitimate KJs are able to provide karaoke services with a considerably lower overhead cost and significantly more songs through the pirating of SLEP-TONE's tracks.
49. Venues such as those operated by the Defendants can enjoy significant savings by turning a blind eye to the actions of the illegitimate KJs they hire.
50. These venues benefit from piracy because unfair competition from pirate KJs pressures legitimate KJs to accept lower compensation from the venues to obtain new business or retain old business. By decreasing the fixed cost of entertainment, the Defendants' operations become more profitable.

THE RIGHTS OF THE PLAINTIFF

51. Plaintiff SLEP-TONE is the owner of U.S. Trademark Registration No. 1,923,448 for the trademark SOUND CHOICE.
52. Plaintiff SLEP-TONE is also the owner of U.S. Trademark Registration No. 2,000,725, for a display trademark as follows:



53. Plaintiff SLEP-TONE has, for the entire time its marks (“the Sound Choice Marks”) have been federally registered, provided the public, including the Defendants, with notice of its federal registrations through the consistent display of the symbol ® with its marks as used.

ACTIVITIES OF DEFENDANTS

54. Defendant TEQUILA MEXICO OF PENSACOLA, INC. has contracted with one or more karaoke providers to perform karaoke shows at its “Tequila Mexico” establishment on numerous occasions.
55. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.

56. Defendant TEQUILA MEXICO OF PENSACOLA, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
57. Defendant TEQUILA MEXICO OF PENSACOLA, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
58. Defendant TEQUILA MEXICO OF PENSACOLA, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.
59. Defendant MALIBU LOUNGE & PACKAGE STORE, INC. has contracted with one or more karaoke providers to perform karaoke shows at its “Malibu Lounge” establishment on numerous occasions.
60. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
61. Defendant MALIBU LOUNGE & PACKAGE STORE, INC. has the ability to control the manner in which karaoke services are provided at its

- establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
62. Defendant MALIBU LOUNGE & PACKAGE STORE, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
 63. Defendant MALIBU LOUNGE & PACKAGE STORE, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.
 64. Defendant BARBEQUE INTEGRATED, INC. has contracted with one or more karaoke providers to perform karaoke shows at its “Smokey Bones Bar & Fire Grill” establishment on numerous occasions.
 65. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
 66. Defendant BARBEQUE INTEGRATED, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.

67. Defendant BARBEQUE INTEGRATED, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
68. Defendant BARBEQUE INTEGRATED, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.
69. Defendant TWO JOE'S, INC. has contracted with one or more karaoke providers to perform karaoke shows at its "Sneaky Pete's" establishment on numerous occasions.
70. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
71. Defendant TWO JOE'S, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
72. Defendant TWO JOE'S, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of

counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.

73. Defendant TWO JOE'S, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.
74. Defendant SOUTH STREET RESTAURANT GROUP, INC. has contracted with one or more karaoke providers to perform karaoke shows at its "South Street City Oven and Grill" establishment on numerous occasions.
75. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
76. Defendant SOUTH STREET RESTAURANT GROUP, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
77. Defendant SOUTH STREET RESTAURANT GROUP, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.

78. Defendant SOUTH STREET RESTAURANT GROUP, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.
79. Defendant BONITA PAGE, LLC has contracted with one or more karaoke providers to perform karaoke shows at its “Stevie Tomato’s Sports Page” establishment on numerous occasions.
80. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
81. Defendant BONITA PAGE, LLC has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
82. Defendant BONITA PAGE, LLC benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
83. Defendant BONITA PAGE, LLC was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke

providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

84. Defendant LJR INVESTMENTS OF BRADENTON, LLC has contracted with one or more karaoke providers to perform karaoke shows at its “Tequila Beach Sport Grille” establishment on numerous occasions.
85. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
86. Defendant LJR INVESTMENTS OF BRADENTON, LLC has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
87. Defendant LJR INVESTMENTS OF BRADENTON, LLC benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
88. Defendant LJR INVESTMENTS OF BRADENTON, LLC was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

89. Defendant THE SALAD WERKS, INC. has contracted with one or more karaoke providers to perform karaoke shows in at least at its Naples and Marco Island “Porky’s Last Stand” establishments on numerous occasions.
90. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
91. Defendant THE SALAD WERKS, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
92. Defendant THE SALAD WERKS, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
93. Defendant THE SALAD WERKS, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

94. Defendant JRMZ ENTERPRISES INC has contracted with one or more karaoke providers to perform karaoke shows at its “Potts Sports Cafe” establishment on numerous occasions.
95. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
96. Defendant JRMZ ENTERPRISES INC has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
97. Defendant JRMZ ENTERPRISES INC benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
98. Defendant JRMZ ENTERPRISES INC was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

99. Defendant ROSELYN CRISSEY’S, INC. has contracted with one or more karaoke providers to perform karaoke shows at its “Rosey Baby Crawfish & Cajun House” establishment on numerous occasions.
100. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
101. Defendant ROSELYN CRISSEY’S, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
102. Defendant ROSELYN CRISSEY’S, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
103. Defendant ROSELYN CRISSEY’S, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

104. Defendant JACK'S BAIT SHACK, INC. has contracted with one or more karaoke providers to perform karaoke shows at its "Jack's Bait Shack" establishment on numerous occasions.
105. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
106. Defendant JACK'S BAIT SHACK, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
107. Defendant JACK'S BAIT SHACK, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
108. Defendant JACK'S BAIT SHACK, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

109. Defendant MARION DUBE, INC. has contracted with one or more karaoke providers to perform karaoke shows at its “The Little Pub” establishment on numerous occasions.
110. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
111. Defendant MARION DUBE, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
112. Defendant MARION DUBE, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
113. Defendant MARION DUBE, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

114. Defendant HOELZER PROPERTIES, INC. has contracted with one or more karaoke providers to perform karaoke shows at its “Grumpy’s Ale House” establishment on numerous occasions.
115. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
116. Defendant HOELZER PROPERTIES, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
117. Defendant HOELZER PROPERTIES, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
118. Defendant HOELZER PROPERTIES, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

119. Defendant BMOK LLC has contracted with one or more karaoke providers to perform karaoke shows at its “Hot Shots Bar & Billiards” establishment on numerous occasions.
120. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
121. Defendant BMOK LLC has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
122. Defendant BMOK LLC benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
123. Defendant BMOK LLC was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

124. Defendant NAPLES EAST BEEFS INC. has contracted with one or more karaoke providers to perform karaoke shows at its “Beef O Brady’s” establishment on numerous occasions.
125. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
126. Defendant NAPLES EAST BEEFS INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
127. Defendant NAPLES EAST BEEFS INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
128. Defendant NAPLES EAST BEEFS INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

129. Defendant BOBKATZ BAR & GRILL, INC. has contracted with one or more karaoke providers to perform karaoke shows at its “Bobkatz Bar & Grill” establishment on numerous occasions.
130. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
131. Defendant BOBKATZ BAR & GRILL, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
132. Defendant BOBKATZ BAR & GRILL, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
133. Defendant BOBKATZ BAR & GRILL, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

134. Defendant WHITE ANGUS OF TAMPA, INC. has contracted with one or more karaoke providers to perform karaoke shows at its “Cornerstone Pub” establishment on numerous occasions.
135. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
136. Defendant WHITE ANGUS OF TAMPA, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
137. Defendant WHITE ANGUS OF TAMPA, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
138. Defendant WHITE ANGUS OF TAMPA, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

139. Defendant IL MIO SOGNO LLC has contracted with one or more karaoke providers to perform karaoke shows at its “Mongello’s Restaurant & Lounge” establishment on numerous occasions.
140. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
141. Defendant IL MIO SOGNO LLC has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
142. Defendant IL MIO SOGNO LLC benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
143. Defendant IL MIO SOGNO LLC was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

144. Defendant OASIS CAFE, INC. has contracted with one or more karaoke providers to perform karaoke shows at its “Oasis Cafe” establishment on numerous occasions.
145. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
146. Defendant OASIS CAFE, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
147. Defendant OASIS CAFE, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
148. Defendant OASIS CAFE, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

149. Defendant ARTISTIC ENDEAVORS, INC. has contracted with one or more karaoke providers to perform karaoke shows at its “Jilly’s Place” establishment on numerous occasions.
150. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
151. Defendant ARTISTIC ENDEAVORS, INC. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
152. Defendant ARTISTIC ENDEAVORS, INC. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
153. Defendant ARTISTIC ENDEAVORS, INC. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.

154. Defendant ODELL'S PLACE, L.L.C. has contracted with one or more karaoke providers to perform karaoke shows at its "Odell's Place" establishment on numerous occasions.
155. As part of those karaoke shows, the Sound Choice Marks were and are repeatedly displayed without license or right to do so, through the use of unauthorized counterfeit goods bearing the Sound Choice Marks.
156. Defendant ODELL'S PLACE, L.L.C. has the ability to control the manner in which karaoke services are provided at its establishment, including the ability to control whether its karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
157. Defendant ODELL'S PLACE, L.L.C. benefits financially from the karaoke shows performed at its establishment, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
158. Defendant ODELL'S PLACE, L.L.C. was informed by the Plaintiff of, and therefore knows of, the infringing character of the actions of its karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at its establishment.
159. SLEP-TONE's allegations concerning the conduct of the Defendants' contractors are based upon observations of those contractors' activities in

which those contractors possessed and used unauthorized counterfeit goods bearing the Sound Choice Marks.

160. SLEP-TONE's claims against the Defendants are based upon the Defendants' vicarious liability for infringement, unfair competition, and deceptive and unfair trade practices, derived from the Defendants' knowing use of pirate karaoke operators to perform karaoke-related services at the Defendants' establishments.
161. Though created through unauthorized duplication, the counterfeit karaoke tracks obtained or made by the pirate karaoke operators hired by the Defendants all originated, directly or indirectly in an unbroken sequence, from the same ultimate source, namely, from compact discs sold by the Plaintiff and made from master recordings belonging to the Plaintiff.
162. As such, the Plaintiff's right to relief, as stated in the paragraphs below, ultimately arises out of the same series of transactions and occurrences.
163. This action raises substantial questions of law and fact common to all of the defendants hereto.

FIRST CLAIM FOR RELIEF
TRADEMARK INFRINGEMENT INVOLVING COUNTERFEITING

164. Plaintiff SLEP-TONE realleges each and every allegation set forth in the foregoing paragraphs, as though fully set forth herein, and incorporates them herein by reference.
165. Each of the Defendants authorized and directly benefited from the use of a reproduction, counterfeit, or copy of the Sound Choice Marks in connection with the provision of services by contracting with karaoke providers that use and display counterfeit karaoke tracks containing the Sound Choice Marks to perform karaoke-related services at their establishments.
166. Based upon the Defendants' knowing authorization of and benefit from the acts of their service providers, the acts of the Defendants' service providers are attributable to the Defendants as though the Defendants had committed them directly.
167. The Defendants' vicarious use of the Sound Choice Marks was "in commerce" within the meaning of the Trademark Act of 1946 as amended.
168. Plaintiff SLEP-TONE did not license any of the Defendants, or the KJs contracted by them, to manufacture or acquire reproductions, counterfeits, or copies, or to use the Sound Choice Marks in connection with the provision of their services.

169. The Defendants' use of the Sound Choice Marks is likely to cause confusion, or to cause mistake, or to deceive the Defendants' customers and patrons into believing that the Defendants' services are being provided with the authorization of the Plaintiff and that the music libraries used contain bona fide Sound Choice accompaniment tracks.
170. The Defendants have the ability to control the manner in which karaoke services are provided at their establishments, including the ability to control whether their karaoke providers perform shows using lawful, properly licensed accompaniment tracks.
171. The Defendants benefit financially from the karaoke shows performed at their establishments, and particularly through the use of counterfeit goods bearing the Sound Choice Marks, through increased patronage and revenues and reduced costs.
172. The Defendants were informed by the Plaintiff of, and therefore know of, the infringing character of the actions of their karaoke providers and nevertheless continued to contract with infringing providers to perform karaoke shows at their establishments.
173. The acts of each of the Defendants were willful.

174. Unless enjoined by the Court, the Defendants' infringing activities as described above will continue unabated and will continue to cause harm to the Plaintiff.

SECOND CLAIM FOR RELIEF
UNFAIR COMPETITION UNDER 15 U.S.C. § 1125(a)

175. Plaintiff SLEP-TONE realleges each and every allegation set forth in the foregoing paragraphs, as though fully set forth herein, and incorporates them herein by reference.

176. On each occasion when the contractors of the Defendants caused a SLEP-TONE accompaniment track to be played during a karaoke show at their establishments, the contractors displayed the Sound Choice Marks in connection with karaoke services offered at their establishments.

177. The display of the Sound Choice Marks is likely to cause confusion, or to cause mistake, or to deceive those present during the display, in that those present are likely to be deceived into believing, falsely, that SLEP-TONE sponsored or approved the services and commercial activities of the Defendants and their contractors.

178. The display of the Sound Choice Marks is also likely to cause confusion, or to cause mistake, or to deceive those present during the display, in that those present are likely to be deceived into believing, falsely, that the works being

performed were sold by SLEP-TONE and purchased by the Defendants or by the KJs they hired.

179. The Defendants' use of the Sound Choice Marks in this fashion would have inured to the benefit of the Plaintiff if the Defendants or the KJs they hired had legitimately acquired genuine Sound Choice discs instead of counterfeiting them or acquiring counterfeit copies, in that the Plaintiff would have received revenue from such sales.
180. Because SLEP-TONE has been denied this revenue, it has been damaged by the Defendants' uses.
181. Unless enjoined by the Court, the Defendants' unfair competition activities as described above will continue unabated and will continue to cause harm to the Plaintiff.

THIRD CLAIM FOR RELIEF
DECEPTIVE AND UNFAIR TRADE PRACTICES
UNDER FLA. STAT. § 501.211

182. Plaintiff SLEP-TONE realleges each and every allegation set forth in the foregoing paragraphs, as though fully set forth herein, and incorporates them herein by reference.

183. Each Defendant has engaged in acts of vicarious infringement of the Sound Choice Marks, in derogation of SLEP-TONE's common-law and statutory rights in those marks.
184. Each Defendant's acts of vicarious infringement occurred during the conduct of trade or commerce.
185. Each Defendant's acts of vicarious infringement constitute deceptive or unfair trade practices within the meaning of Fla. Stat. § 501.204(1) (2009).
186. As a direct and proximate result of each Defendant's acts of vicarious infringement, SLEP-TONE has suffered a pecuniary loss, to wit: the loss of revenue associated with sales or distribution of compact discs to karaoke jockeys, commensurate with the demand for the contents of those discs, which revenue would have been received but for the Defendants' acts in knowingly contracting with karaoke providers that use counterfeit karaoke tracks to perform karaoke-related services at their establishments.
187. As such, SLEP-TONE is an aggrieved person within the meaning of Fla. Stat. § 501.211(1) (2009).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff SLEP-TONE prays for judgment against each of the Defendants severally and that the Court:

- A. Find that each of the Defendants has, vicariously through the contractors they hired, committed acts of trademark infringement involving counterfeiting of the federally registered Sound Choice Marks;
- B. Find that each of the Defendants has engaged in unfair competition against Plaintiff SLEP-TONE in violation of 15 U.S.C. § 1125(a);
- C. Find that each of the Defendants has committed deceptive and unfair trade practices under Florida law;
- D. Enter judgment against each of the Defendants and in favor of SLEP-TONE;
- E. Find that Defendants' activities were in all respects conducted willfully and for profit;
- F. Award to SLEP-TONE the Defendants' profits and the damages sustained by SLEP-TONE because of the Defendants' conduct in infringing the Sound Choice Marks, or, in the alternative, statutory damages per trademark infringed by counterfeiting;
- G. Award to SLEP-TONE the Defendants' profits and the damages sustained by SLEP-TONE because of the Defendants' acts of unfair competition under 15 U.S.C. § 1125(a);
- H. Award to SLEP-TONE treble, punitive, or otherwise enhanced damages, as available, for the Defendants' acts of willful infringement;

- I. Award to SLEP-TONE its actual damages caused by the Defendants' deceptive and unfair trade practices, plus its attorney's fees and court costs as provided in Fla. Stat. § 501.2105 (2009).
- J. Order the seizure of all computer disks, drives, or other media belonging to any of the Defendants, which media contain illegal counterfeits of registered trademarks;
- K. Grant SLEP-TONE preliminary and permanent injunctive relief against further infringement of the Sound Choice Marks by the Defendants;
- L. Award SLEP-TONE its costs of suit and attorney's fees, to the extent not awarded above; and
- M. Grant SLEP-TONE such other and further relief as justice may require.

Respectfully submitted this the 21st day of April, 2011.

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