

1 Nitoj P. Singh (SBN: 265005)
2 nsingh@dhillonlaw.com
3 Hwui Lee (SBN: 335331)
4 hwuilee@dhillonlaw.com
5 DHILLON LAW GROUP INC.
6 177 Post Street, Suite 700
7 San Francisco, California 94108
8 Telephone: 415-433-1700

9 Ronald D. Coleman (*pro hac vice*
10 *forthcoming*)
11 rcoleman@dhillonlaw.com
12 DHILLON LAW GROUP INC.
13 50 Park Place, Suite 1105
14 Newark, NJ 07102
15 Telephone: 973-298-1723

16 *Attorneys for Plaintiff Briana Cash*

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

19 BRIANA CASH,

20 *Plaintiff,*

21 v.

22 INTERSCOPE GEFFEN A&M
23 RECORDS, *a wholly-owned subsidiary of*
24 UNIVERSAL MUSIC GROUP N.V., *a*
25 *Netherlands corporation; and BRIANNA*
26 CASTRO,

27 *Defendants.*

CASE No.

COMPLAINT

1 **NATURE OF THE ACTION**

2 1. This action arises out of Defendants’ false, deceptive and misleading
3 marketing, distribution, offering for sale and sale of services in a manner that
4 infringes upon the rights Plaintiff has in and to her BRIANA CASH trademark and
5 identity, and that competes unfairly in the marketplace with Plaintiff’s services,
6 thereby inflicting substantial injury to Plaintiff. Defendants’ willful and intentional
7 unauthorized use of the BRIANA CASH trademark, which is a colorable imitation
8 of the trademark and identity long used by Plaintiff in connection with the
9 distribution, marketing and sale of her BRIANA CASH services, has been and is
10 done in a manner to imply, deceptively and confusingly, that the services which
11 Defendants market, distribute and offer for sale are in some way associated with,
12 licensed by or otherwise authorized or sponsored by Plaintiff, which is untrue.

13 **JURISDICTION AND PROPER VENUE**

14 2. This action arises under the Trademark Act of 1946, the Lanham Act,
15 (15 U.S.C.A. §§ 1051 et seq.), and particularly under Sections 32, 34, 35 and 43(a)
16 of the Act (15 U.S.C.A. §§ 1114, 1116, 1117 and 1125(a), as more fully appears in
17 this Amended Complaint. This United States District Court for the Western District
18 of California has jurisdiction under Section 39 of the Lanham Act (15 U.S.C.A. §
19 1121) (actions arising under the Federal Trademark Act), 28 U.S.C. § 1338(a) (acts
20 of Congress relating to trademarks), and 28 U.S.C. § 1338(b) (pendent unfair
21 competition claims).

22 3. This Court has supplemental jurisdiction over all state law and
23 common law claims in the civil action pursuant to 28 U.S.C. § 1367 because the
24 state or common law claims are so related to claims over which this court has
25 original jurisdiction that the state law and common law claims form part of the same
26 case or controversy under Article III of the United States Constitution.

27 4. This Court has personal jurisdiction over Defendants because, among
28 other things, Defendants have purposefully availed themselves of the benefits and

1 protections of California law by doing and transacting business in this forum.

2 4. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400
3 because a substantial part of the events giving rise to the claim occurred in this
4 judicial district.

5 5. By this action, Plaintiff seeks damages and preliminary injunctive
6 relief pursuant to Sections 32, 34, 35, 36, 43(a) and 43(c) of the Lanham Act, 15
7 U.S.C. §§ 1114, 1116, 1117, 1118 and 1125(a), applicable California Law, as well
8 as the common law.

9 **PARTIES**

10 6. Plaintiff Briana Cash (hereinafter “Ms. Cash” or “BRIANA CASH”)
11 is an individual of legal age and an entertainer residing in Los Angeles, California.

12 7. Defendant Interscope Geffen A&M Records is a wholly-owned
13 subsidiary of Universal Music Group N.V., a Netherlands corporation having its
14 headquarters at 2220 Colorado Avenue, Santa Monica, California (“Interscope”).

15 8. Defendant Brianna Castro is, on information and belief, a resident of
16 Philadelphia, Pennsylvania.

17 **FACTUAL BACKGROUND**

18 9. Plaintiff Briana Cash is an internationally-recognized singer-
19 songwriter, producer, music supervisor, actress, and philanthropist well known in
20 the entertainment industry, for which she has built a brand around her given legal
21 birth name, “Briana Cash,” since the 1990’s.

22 10. Ms. Cash has spent her entire career expending extensive efforts to
23 build up the goodwill associated with the BRIANA CASH mark. Beyond Ms.
24 Cash’s lifetime of working with brands, artists, and others in the industry in building
25 recognition and goodwill in her name and trademark.

26 11. Ms. Cash owns a federal trademark registration for the BRIANA
27 CASH mark in the United States (Trademark Registration No. 6220336 (“BRIANA
28 CASH Registration”). A true and correct copy of Trademark Registration No.

1 6220336 (hereinafter “Registration”) is attached hereto as Exhibit “A.” This
2 registration covers goods and services in three classes: 1) “Compact discs featuring
3 prerecorded music; downloadable musical sound recordings; downloadable
4 electronic sheet music” in Class 9; 2) “Streaming of prerecorded, non-downloadable
5 music via a global computer network” in Class 38; and 3) “Entertainment services,
6 namely, live performances by a musical artist; production of music; presentation of
7 live show performances; supervision of music for television programs, namely,
8 providing advice and consultation regarding musical selections and arrangements
9 for the televised programs; musical composition and song-writing services for
10 others” in Class 41.

11 12. In addition to her work in the United States, Ms. Cash has garnered
12 international acclaim for her music, always using the BRIANA CASH mark when
13 promoting herself globally. Prior to the pandemic, she toured regularly in Europe
14 and the U.K., where she has a sizeable fan base.

15 13. Ms. Cash uses the BRIANA CASH mark extensively, including on her
16 website, which promotes her recorded music and live shows and events.

17 14. The BRIANA CASH Registration is valid, subsisting, and unrevoked,
18 and is prima facie evidence of Plaintiff’s exclusive right to use the BRIANA CASH
19 trademark in commerce in connection with the services specified in the registration.

20 15. Ms. Castro and Interscope itself have used and promoted, and on
21 information and belief continue to use and promote, Ms. Castro and her music in an
22 unauthorized and misleading manner, particularly by her use of the stage name
23 “Brianna Cash” on official and unofficial channels, platforms, and communications
24 online.

25 16. “Brianna Cash” is confusingly similar to BRIANA CASH.

26 17. Such use infringes upon Ms. Cash’s intellectual property rights, as set
27 forth herein.

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1 18. From August 4, 2020 through September 26, 2020, multiple
2 discussions took place over the phone and via email between counsel for Ms. Cash
3 and Ms. Castro's management, in the course of which Ms. Cash made clear that
4 alternative spellings of Ms. Castro's stage name, including any use of "Cash,"
5 would be an unacceptable resolution of Defendants' infringement.

6 19. On September 23, 2020, after previous counsel sent a third cease and
7 desist letter to Interscope because of an inability to resolve the infringement issues,
8 Ms. Castro's management emailed Ms. Cash's counsel stating, "Please be advised
9 that I am in receipt of the letter your firm sent to Interscope September 23, 2020
10 related to this matter and I informed Interscope on September 24, 2020 that my
11 client will cease using the stage name 'Brianna Cash' and will begin using the name
12 'Brianna Castro' professionally. I was advised by Interscope that the soonest they
13 can commence the name change is September 29, 2020 and the process will be
14 completed the week of October 5, 2020."

15 20. Contrary to this representation, however, the infringement did not
16 cease, and as of April of 2021:

- 17 a. Brianna Castro's website at <http://www.briannacashofficial.com>
18 was still accessible;
- 19 b. The official YouTube Music Video for the song "Numb," recorded
20 by Ms. Castro and released by Interscope and under the control of
21 Interscope, was still posted at the URL
22 <https://www.youtube.com/watch?v=PfeAxpafWJw>, listing the
23 artist as by "Brianna Cash" in the video title and video description
24 and utilizing the hashtag #BriannaCash;
- 25 c. Ms. Castro's Official YouTube / VEVO Page, which was controlled
26 by Interscope and located at the URL
27 <https://www.youtube.com/channel/UCgmLaxr3sPRp9Ods6lHfdk>
28 [Q/featured](https://www.youtube.com/channel/UCgmLaxr3sPRp9Ods6lHfdk), was still entitled "BriannaCashVEVO" and used

1 YouTube Banner featuring a photo with Ms. Castro with the text
2 “[N]umb. Brianna Cash & Tory Lanez”;

3 d. Ms. Castro’s Official Facebook Page at
4 <https://www.facebook.com/CashBrianna>, which used the BRIANA
5 CASH Mark in the URL and prominently displayed “Brianna Cash”
6 on the actual page next to a photo with Ms. Castro also verified
7 with a blue check mark, was still accessible;

8 e. Ms. Castro’s Official Instagram Page at
9 <https://www.instagram.com/briannacash/>, which used the
10 Instagram handle @briannacash although using “Brianna Castro”
11 in her Instagram bio, and which was also verified with a blue check
12 mark, was also still online.

13 f. Ms. Castro’s Official Twitter Page at
14 <https://twitter.com/briannacash>, using the Mark in the URL and the
15 Twitter handle @briannacash, displayed under a photo of Ms.
16 Castro, was also still online.

17 g. Ms. Castro’s Official SoundCloud Page at
18 <https://soundcloud.com/cashbrianna>, which uses the Mark in the
19 URL and prominently displays “Brianna Cash” on the actual page
20 next to a photo with Ms. Castro, and which links to Ms. Castro’s
21 Twitter and Instagram accounts with hyperlinks to @briannacash,
22 was still accessible as well.

23 h. The Artist Page on Interscope’s website for Ms. Castro located at
24 i. <https://www.interscope.com/artists/brianna-castro>, and linking to
25 www.briannacashofficial.com, Ms. Castro’s YouTube, Facebook,
26 Instagram, were all still accessible online.

27 21. All of the above pages/accounts/handles were either within Ms.
28 Castro’s or Interscope’s control and changing the handles, accounts, hashtags, page

1 titles, tags, domains, and URLs could have been implemented with little effort on
2 Defendants' part, but were not changed by the agreed upon October 5, 2020 date.

3 22. The aforementioned infringements represent non-exclusive examples
4 Ms. Castro's and Interscope's use of Ms. Cash's name and registered Mark, which
5 has caused consumer confusion.

6 23. Throughout 2021 and 2022, Ms. Castro's fans continued to post and
7 re-post her content with the hashtag #briannacash.

8 24. Due to the one "N" difference between BRIANA and BRIANNA, fans
9 also continually reposted, possibly by accident, the confusingly similar hashtag with
10 one "N." which is Ms. Cash's name and Mark and which hashtag is a hashtag that
11 is commonly used by Ms. Cash.

12 25. In fact, because of Defendants' infringing acts, social media users
13 routinely tag Ms. Cash's Instagram page, @briannacashmusic, when attempting to
14 post about Ms. Castro, and refer to her Instagram account.

15 26. Furthermore, Ms. Cash has also received multiple communications
16 from individuals on social media directing animus towards her for working with a
17 rapper named Tory Lanez, due to press coverage of a widely reported incident
18 involving allegations of unlawful conduct, arising from confusion between Ms.
19 Cash and Ms. Castro.

20 27. This mistaken association between Tory Lanez and Ms. Cash has
21 harmed Ms. Cash's reputation amongst fans, consumers, business organizations and
22 others.

23 28. Ms. Cash has lost a substantial number of followers on social media
24 since Ms. Castro began using the handle @briannacash on social media platforms,
25 and since the time Ms. Castro's song with Tory Lanez was released.

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FIRST CAUSE OF ACTION

(Trademark Infringement in Violation of 15 U.S.C. § 1114 / Lanham Act § 32)

29. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 37 above as though fully set forth herein.

30. Defendants have infringed Plaintiff's exclusive right to use the BRIANA CASH mark in connection with the services specified in the BRIANA CASH Registration by performing and providing identical or similar services under the stage name and mark BRIANA CASH.

31. This use is likely to cause confusion because Defendants is using a trademark that is identical to the BRIANA CASH mark used and registered by Plaintiff for and in connection with identical services.

32. Defendants' use of the BRIANA CASH trademark was designed to deceive and mislead consumers into believing that they were receiving the same services offered and sold by Plaintiff when, in reality, consumers were receiving another service, which is in no way related to or affiliated with Plaintiff.

33. The likelihood of confusion was further increased because the services sold under the BRIANA CASH trademark by both parties are identical and because Defendants were using the same channels of trade and advertisement and aiming to attract the same prospective customers.

34. Defendants have advertised Ms. Cash's services through social media, such as Facebook, Instagram and Twitter, under the name and mark BRIANA CASH.

35. Defendants' acts, as alleged, constitute trademark infringement in violation of the Lanham Act, 15 U.S.C. § 1114, all to the substantial and irreparable injury to the public and to Plaintiff's business reputation and goodwill.

36. Plaintiff's BRIANA CASH is federally registered and thus, Defendants' use without leave or license of a colorable imitation thereof via the BRIANA CASH Trademark constitutes trademark Infringement, pursuant to

1 Section 32 of the Lanham Act, 15 U.S.C.A. § 1114.

2 37. As a direct and proximate result of Defendants' wrongful acts, Plaintiff
3 has suffered and continues to suffer or is likely to suffer damage to her business
4 reputation and goodwill. Defendants will continue, unless restrained, to use a mark
5 that is identical to Plaintiff's BRIANA CASH mark and will cause irreparable
6 damage to Plaintiff, including diversion of customers, loss of sales and loss of
7 profits.

8 38. Plaintiff has no adequate remedy at law. Plaintiff is entitled to an
9 injunction restraining Defendants and all persons acting on behalf of or in concert
10 with them, from engaging in further acts of trademark infringement. Such harm will
11 continue and increase until Defendants are preliminarily and permanently enjoined
12 from their unlawful conduct.

13 39. Plaintiff is further entitled to recover from Defendants the actual
14 damages that Plaintiff has sustained is likely to sustain as a result of Defendants'
15 wrongful acts.

16 40. Plaintiff is further entitled to recover from Defendants the gains,
17 profits, and advantages that Defendants have obtained as a result of their wrongful
18 acts. Plaintiff is presently unable to ascertain the full extent of the gains, profits, and
19 advantages that Defendants have realized by reason of her acts of trademark
20 infringement.

21 41. Defendants' acts were and have been willful and intentional, as
22 Defendants knew of Plaintiff and her registered trademark since before the acts of
23 infringement. As a result, Plaintiff is entitled to an award of enhanced damages
24 under 15 U.S.C. § 1117.

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SECOND CAUSE OF ACTION

(False Designation of Origin, Passing Off and Unfair Competition Under 15 U.S.C. § 1125(a) / Lanham Act § 43(a))

42. Plaintiff incorporates the allegations set forth in the foregoing paragraphs as though fully set forth herein.

43. In spite of Plaintiff's rights and prior use of the BRIANA CASH mark and with prior knowledge thereof, Defendants willfully adopted used a mark identical to Plaintiff's registered trademark in connection with the offering for sale and distribution of the same type of services.

44. Defendants' adoption and use in commerce by Defendants of Plaintiff's BRIANA CASH mark is without permission, leave or authority from Plaintiff.

45. Defendants willfully and intentionally using a misleading trademark, which is likely to cause confusion, mistake or deceit as to the affiliation, connection, or association of Defendants with Plaintiff or her BRIANA CASH trademark, in violation of 15 U.S.C. § 1125(a).

46. By the same token, Defendants is willfully and intentionally using a misleading mark, which is likely to cause confusion, mistake or deceit as to the sponsorship, origin or approval of her services or commercial activities by Plaintiff, also in violation of 15 U.S.C. § 1125(a).

47. Defendants' willful and intentional use of the BRIANA CASH trademark in connection with Defendants' services is likely to cause confusion or mistake or to deceive purchasers as to the quality of the products and the source of origin of such products.

48. The adoption by Defendants of the mark BRIANA CASH is intended to capitalize on the visibility, commercial impression and consumer recognition of Plaintiff's trademark in order to convey the notion that Defendants' services are made or sponsored by, or affiliated or somehow associated with, Plaintiff.

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1 49. By using a name and mark identical to Plaintiff's name and mark,
2 Defendants is creating the false and misleading impression that her services
3 originate from or are affiliated, connected, or associated with Plaintiff.

4 50. As a direct and proximate result of Defendants' wrongful acts, Plaintiff
5 has suffered and continues to suffer or is likely to suffer damage to her business
6 reputation and goodwill. Defendants will continue, unless restrained, to use a mark
7 that is identical to Plaintiff's BRIANA CASH mark and will cause irreparable
8 damage to Plaintiff, including diversion of customers, loss of sales and loss of
9 profits. Plaintiff has no adequate remedy at law. Plaintiff is entitled to an injunction
10 restraining Defendant, her officers, agents, and employees, and all persons acting
11 on behalf of or in concert with Defendant, from engaging in further acts of
12 trademark infringement. Such harm will continue and increase until Defendants is
13 preliminarily and permanently enjoined from her unlawful conduct.

14 51. Plaintiff is further entitled to recover from Defendants the actual
15 damages that Plaintiff has sustained or is likely to sustain as a result of Defendants'
16 wrongful acts. Plaintiff is presently unable to ascertain the full extent of the
17 monetary damages that he has suffered or is likely to suffer by reason of Defendants'
18 acts of trademark infringement.

19 52. Plaintiff is further entitled to recover from Defendants the gains,
20 profits, and advantages that Defendants have obtained as a result of her wrongful
21 acts. Plaintiff is presently unable to ascertain the full extent of the gains, profits, and
22 advantages that Defendants have realized by reason of her acts of trademark
23 infringement.

24 53. Defendants' acts are willful and intentional, as Defendants knew of
25 Plaintiff and her trademark since before the acts of infringement. As a result,
26 Plaintiff is entitled to an award of enhanced damages under 15 U.S.C. § 1117.

27 54. Plaintiff is entitled to preliminary injunctive relief to prevent
28 Defendants from using the BRIANA CASH trademark in connection with the

1 services identified in US Registration 5,135,400 and or any other confusingly
2 similar services, and to recover damages, profits, costs, and reasonable attorneys'
3 fees pursuant to 15 U.S.C. § 1117.

4 **THIRD CAUSE OF ACTION**

5 *(Common Law Trademark Infringement and Unfair Competition)*

6 55. Plaintiff incorporates the allegations set forth in the foregoing
7 paragraphs as though fully set forth herein.

8 56. As a result of Plaintiff's extensive and continuous use of the BRIANA
9 CASH Mark in connection with identical services, consumers have come to
10 recognize and identify Plaintiff's BRIANA CASH Mark with Plaintiff. This, in turn,
11 has established extensive goodwill in Plaintiff's BRIANA CASH Mark.

12 57. Defendants have used and continue to use in commerce, without
13 Plaintiff's consent, a mark that so resembles Plaintiff's Mark that it is likely to cause
14 confusion with respect to the source and origin of Defendants' services and business
15 and is likely to cause confusion or mistake and to deceive consumers as to the
16 affiliation, connection, or association of Plaintiff with Defendants or the marketing
17 or sale of their products.

18 58. Defendants' use of a mark that is identical to Plaintiff's BRIANA
19 CASH Mark induces prospective purchasers and others to believe, contrary to the
20 fact, that the services sold by Defendants are rendered, sponsored, or otherwise
21 approved by, or connected with, Plaintiff.

22 59. Defendants' unauthorized use of a mark that is identical to Plaintiff's
23 BRIANA CASH mark constitutes trademark infringement and unfair competition
24 under the common law.

25 60. As a direct and proximate result of Defendants' wrongful acts, Plaintiff
26 has suffered and continues to suffer or is likely to suffer damage to her business
27 reputation and goodwill.

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1 61. Defendants will continue, unless restrained, to use a mark that is
2 identical to Plaintiff's BRIANA CASH Mark and will cause irreparable damage to
3 Plaintiff, including diversion of customers, loss of sales and loss of profits.

4 62. Plaintiff has no adequate remedy at law.

5 63. Plaintiff is entitled to an injunction restraining Defendants and all
6 persons acting on behalf of or in concert with Defendants from engaging in further
7 acts of trademark infringement. Such harm will continue and increase until
8 Defendants are preliminarily and permanently enjoined from their unlawful
9 conduct.

10 64. Plaintiff is further entitled to recover from Defendants the actual
11 damages that Plaintiff has sustained or is likely to sustain as a result of Defendants'
12 wrongful acts.

13 65. Plaintiff is further entitled to recover from Defendants the gains,
14 profits, and advantages that Defendants have obtained as a result of their wrongful
15 acts.

16 **FOURTH CAUSE OF ACTION**

17 *Right of Publicity – California Civil Code § 3344*

18 66. Plaintiff incorporates the allegations set forth in the foregoing
19 paragraphs as though fully set forth herein.

20 67. Plaintiff is an established musical performer with a proprietary interest
21 in the use in public of her name and mark BRIANA CASH.

22 68. Defendants has offered for sale, sold or distributed the services or
23 goods bearing Ms. Cash's name or has used said names in advertising for
24 Defendants' services or goods.

25 69. Said use was made without authorization, consent or acquiescence.

26 70. Defendants have violated California Civil Code § 3344 by knowingly
27 appropriating, using and exploiting Ms. Cash's name on the services and goods that
28

1 they have offered for sale, sold or distributed or in advertising for any goods for
2 their commercial benefit.

3 71. As a result of their infringing activities, Defendants have deprived
4 Plaintiffs and Ms. Cash of the right to control the time, place, terms and manner by
5 which to publicize her special talents.

6 72. Plaintiff has no adequate remedy at law. Plaintiff is entitled to an
7 injunction restraining Defendants and all persons acting on behalf of or in concert
8 with Defendants from engaging in further acts of trademark infringement. Such
9 harm will continue and increase until Defendants are preliminarily and permanently
10 enjoined from their unlawful conduct.

11 73. Plaintiff is further entitled to recover from Defendants the actual
12 damages that Plaintiff has sustained or is likely to sustain as a result of Defendants'
13 wrongful acts.

14 74. Plaintiff is further entitled to recover from Defendants the gains,
15 profits, and advantages that Defendants have obtained as a result of her wrongful
16 acts.

17 **REQUEST FOR RELIEF**

18 WHEREFORE, Plaintiff requests the court grant relief as follows:

19 i. That the Court render a final judgment in favor of Plaintiff and against
20 Defendants on all claims alleged herein;

21 ii. That Defendants be adjudged to have infringed Plaintiff's rights in and to
22 the latter's BRIANA CASH Mark;

23 iii. That the Court render a final judgment declaring that Defendants have
24 willfully violated the provisions of 15 U.S.C. §§ 1114 and 1125(a) and applicable
25 state and common law;

26 iv. That Defendants be ordered to pay Plaintiff all damages Plaintiff has
27 sustained by virtue of Defendants' actions as alleged herein;

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1 v. That, because of the exceptional nature of this case resulting from
2 Defendants' actions, that the Court award Plaintiff treble damages, punitive
3 damages, and her reasonable attorneys' fees and costs, pursuant to 15 U.S.C. §
4 1117, as well as pursuant to California Law;

5 vi. That, pursuant to 15 U.S.C. § 1116, the common law, or applicable state
6 law, Defendants and her agents, employees, subsidiaries, licensees, successors, and
7 assigns, and all other persons in active concert, privity or participation with him or
8 them, be preliminarily and permanently enjoined from:

9 a) Using the BRIANA CASH designation and any other mark confusingly
10 similar to the BRIANA CASH trademark;

11 b) Using in any manner any service mark, trademark, trade name, words,
12 numbers, abbreviations, designs, colors, arrangements, collocations, or any
13 combinations thereof, which would imitate, resemble or suggest Plaintiff's mark;

14 c) Otherwise infringing Plaintiff's BRIANA CASH trademark;

15 d) Using, registering or reserving any mark, label, symbol or logo that is
16 confusingly similar to the BRIANA CASH trademark;

17 e) Using the name, likeness, persona or identity of Plaintiff or her
18 professional name or stage name BRIANA CASH or any similar name which
19 directly or indirectly refers, portrays, characterizes, conjures up images of,
20 associates with or relates to Plaintiff; and

21 f) Causing or abetting any third party to engage in any of the foregoing
22 acts.

23 vii. That, pursuant to 15 U.S.C. § 1117, Defendants be ordered to pay to
24 Plaintiff damages in an amount sufficient to fairly compensate Plaintiff for the
25 injury she has sustained plus all profits that are attributable to the infringing sale of
26 goods or services with the trademark described in this Amended Complaint, as well
27 as damages sustained; statutory damages as provided by 15 U.S.C. § 1117(c) of the
28 Lanham Act; or, at Plaintiff's election, an amount representing three (3) times

1 Plaintiff's damage or Defendants' illicit profits, and reasonable attorneys' fees as
2 provided by 15 U.S.C. § 1117(b).

3 viii. That, pursuant to 15 U.S.C. § 1118, Defendants be directed to deliver
4 up for destruction all discs, marketing materials, advertisements, labels, signs, prints
5 and all other materials in her possession or under her control that contain the mark
6 BRIANA CASH, or any other name or mark that resembles the BRIANA CASH
7 mark, or any other reproduction, copy or colorable imitation of the BRIANA CASH
8 mark.

9 ix. That Defendants be ordered to provide complete accountings and for
10 equitable relief, including that Defendants disgorge and return or pay her ill-gotten
11 gains obtained from the illegal transactions entered into or pay restitution, including
12 the amount of monies that should have been paid if Defendants complied with her
13 legal obligations, or as equity requires;

14 x. That Plaintiff be awarded pre-judgment and post-judgment interest as
15 permitted by applicable law; and

16 xi. For such other and further relief as the Court may deem just and equitable.

17 Dated: March 23, 2022

DHILLON LAW GROUP INC.

18 By: /s/ Nitoj P. Singh

19 Nitoj P. Singh

20 Hwui Lee

21 177 Post Street, Suite 700

22 San Francisco, California 94108

23 Telephone: 415-433-1700

24 Ronald D. Coleman (*pro hac vice*
25 forthcoming)

26 DHILLON LAW GROUP INC.

27 50 Park Place, Suite 1105

28 Newark, NJ 07102

Telephone: 973-298-1723

Attorneys for Plaintiff

Briana Cash

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of all issues triable by jury.

Dated: March 23, 2022

DHILLON LAW GROUP INC.

By: /s/ Nitoj P. Singh

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Hwui Lee

177 Post Street, Suite 700

San Francisco, California 94108

Telephone: 415-433-1700

Ronald D. Coleman (*pro hac vice*
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50 Park Place, Suite 1105

Newark, NJ 07102

Telephone: 973-298-1723

Attorneys for Plaintiff

Briana Cash

EXHIBIT "A"

United States of America

United States Patent and Trademark Office

BRIANA CASH

Reg. No. 6,220,336

Registered Dec. 15, 2020

Int. Cl.: 9, 38, 41

Service Mark

Trademark

Principal Register

Briana Cash (UNITED STATES INDIVIDUAL)
5 River Ct.
Amesbury, MASSACHUSETTS 01913

CLASS 9: Compact discs featuring prerecorded music; downloadable musical sound recordings; downloadable electronic sheet music

FIRST USE 00-00-2008; IN COMMERCE 00-00-2008

CLASS 38: Streaming of prerecorded, non-downloadable music via a global computer network

FIRST USE 00-00-2005; IN COMMERCE 00-00-2005

CLASS 41: Entertainment services, namely, live performances by a musical artist; production of music; presentation of live show performances; supervision of music for television programs, namely, providing advice and consultation regarding musical selections and arrangements for the televised programs; musical composition and song-writing services for others

FIRST USE 00-00-2014; IN COMMERCE 00-00-2014

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

The Name "BRIANA CASH" identifies a living individual whose consent is of record.

SER. NO. 88-887,024, FILED 04-24-2020



Andrei Iancu

Director of the United States
Patent and Trademark Office



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.