

1 Robert H. Horn, SBN 134710
rhorn@proskauer.com
2 Robert D. Forbes, SBN 275611
<rforbes@proskauer.com>
3 PROSKAUER ROSE LLP
2049 Century Park East, 32nd Floor
4 Los Angeles, CA 90067-3206
Telephone: (310) 557-2900
5 Facsimile: (310) 557-2193

6 Attorneys for Plaintiff
National Academy of Recording Arts
7 & Sciences, Inc.

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 NATIONAL ACADEMY OF
11 RECORDING ARTS & SCIENCES, INC.,
a Delaware corporation,

12 Plaintiff,

13 v.

14 DESIRE, INC., an Arizona corporation,
15 d/b/a WESTERN STATES TICKET
SERVICE; ANTHONY BERAM, an
16 individual; GOLDEN CIRCLE, INC., a
California corporation, d/b/a GOLDEN
17 CIRCLE TICKETS; AMIR KHALIGKI,
an individual; MAP MARKETING &
18 INCENTIVES, LLC, a California limited
liability company; JAMES MCGORY, an
19 individual; and DOES 1 through 20,

20 Defendants.
21
22
23
24
25
26
27
28

Case No. CV 12-00378 MMM
(PJWx)

**[PROPOSED] JUDGMENT AND
PERMANENT INJUNCTION
AGAINST DEFENDANTS MAP
MARKETING & INCENTIVES,
LLC AND JAMES MCGORY**

1 The parties having stipulated that the GRAMMY Awards[®] is a private event
2 and the ticket policy of plaintiff National Academy of Recording Arts & Sciences,
3 Inc. (“The Recording Academy[®]”) prohibiting the unauthorized transfer or resale of
4 tickets to the GRAMMY Awards is legally valid;

5 IT IS ORDERED, ADJUDGED AND DECREED that defendant MAP
6 Marketing & Incentives, LLC (“MAP Marketing”), and its officers, directors,
7 employees, shareholders, agents, representatives, successors and assigns, and
8 defendant James McGory, and all persons acting in concert or participation with any
9 of them, are permanently enjoined and restrained from engaging in, committing, or
10 performing, directly or indirectly, by any means whatsoever, any of the following
11 acts:

- 12 1. Offering or attempting to offer to buy or sell, or soliciting the purchase
13 or sale of, any ticket, badges, credentials or anything entitling access to
14 the GRAMMY Awards, pre- and post-GRAMMY Awards events,
15 including without limitation the GRAMMY Celebration Party, and/or
16 any other event sponsored by or affiliated with The Recording
17 Academy, the GRAMMY Foundation, Inc., and/or the MusiCares
18 Foundation, Inc., including without limitation the MusiCares Person of
19 the Year event;
- 20 2. Offering to perform, attempting to perform, or performing any act as an
21 intermediary, broker or middleman relating to the purchase, sale or
22 transfer of tickets, badges, credentials or anything entitling access to
23 the GRAMMY Awards, pre- and post-GRAMMY Awards events,
24 including without limitation the GRAMMY Celebration Party, and/or
25 any other event sponsored by or affiliated with The Recording
26 Academy, the GRAMMY Foundation, Inc., and/or the MusiCares
27 Foundation, Inc., including without limitation the MusiCares Person of
28 the Year event;

3. Advertising or publishing any offer to purchase, sell, transfer or broker, or to otherwise act as an intermediary, broker or middleman, relating to the purchase, sale or transfer of tickets, badges, credentials or anything entitling access to any GRAMMY Awards, pre- and post-GRAMMY Awards events, including without limitation the GRAMMY Celebration Party, and/or any other event sponsored by or affiliated with The Recording Academy, the GRAMMY Foundation, Inc., and/or the MusiCares Foundation, Inc., including without limitation the MusiCares Person of the Year event;
4. Gaining or attempting to gain access to any GRAMMY Awards, pre- and post-GRAMMY Awards events, including without limitation the GRAMMY Celebration Party, and/or any other event sponsored by or affiliated with The Recording Academy, the GRAMMY Foundation, Inc., and/or the MusiCares Foundation, Inc., including without limitation the MusiCares Person of the Year event;
5. Knowingly participating in, aiding or facilitating, or attempting to participate in, aid or facilitate, any effort by any person to gain unauthorized access to any GRAMMY Awards, pre- and post-GRAMMY Awards events, including without limitation the GRAMMY Celebration Party, and/or any other event sponsored by or affiliated with The Recording Academy, the GRAMMY Foundation, Inc., and/or the MusiCares Foundation, Inc., including without limitation the MusiCares Person of the Year event;
6. Receiving any compensation, whether in money, in kind or otherwise, for any of the acts described in subparagraphs (1) through (5) above;
7. Using or displaying for any purpose any registered mark, or any depiction, image, photograph, picture, illustration or other visual representation containing any registered mark owned by The Recording

1 Academy and/or any of its affiliates, including without limitation the
2 GRAMMY Foundation, Inc. and/or the MusiCares Foundation, Inc. To
3 avoid uncertainty, copies of the registered marks covered by this
4 injunction are attached hereto as Exhibit A.


5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this is an
6 exceptional case within the meaning of 15 U.S.C. § 1117(a).

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that MAP
8 Marketing and James McGory shall pay to The Recording Academy disgorged
9 profits and attorneys' fees in the amounts set forth in the confidential portion of the
10 parties' settlement agreement.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court
12 retains jurisdiction to enforce this judgment and the Settlement Agreement entered
13 into by The Recording Academy, MAP Marketing and James McGory in this action.

14 There being no just reason for delay, pursuant to Rule 54(b) of the Federal
15 Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith
16 and without further notice.

17
18 Dated: September 11, 2012

19 
20 Margaret M. Morrow
21 United States District Judge
22
23
24
25
26
27
28