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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiff,

v.

HOLLYWOOD ENTERTAINMENT
GROUP LLC, a Nevada Limited
Liability Company, d/b/a VIP
CONCIERGE, INC.; and CRAIG
BANASZEWSKI, an individual,

Defendants.

) Case No. 2:15-cv-00594 MMM (MANx)

) ~~PROPOSED~~ ORDER ENTERING
) STIPULATED PRELIMINARY
) INJUNCTION AND SETTING TIME
) FOR DEFENDANT CRAIG
) BANASZEWSKI'S DEPOSITION

1 THIS MATTER comes before the Court upon the Stipulation of Plaintiff
2 National Academy of Recording Arts & Sciences, Inc. (“The Recording Academy[®]”
3 or “Plaintiff”) and defendants Hollywood Entertainment Group LLC d/b/a VIP
4 Concierge, Inc. and Craig Banaszewski (“VIP Concierge” and “Banaszewski,”
5 collectively “Defendants”) for entry of a stipulated preliminary injunction order
6 (“Order”). Plaintiff and Defendants may be referred to herein as the “Parties.”

7 Having considered the Complaint, Answer and the Stipulation of the Parties
8 in this action, the Court finds that:

- 9 1. The Parties have stipulated and agreed to the entry of this Order.
- 10 2. In agreeing to this Order, Defendants do not admit wrongdoing or
11 violation of law.
- 12 3. The Defendants waive all rights to seek judicial review or otherwise
13 challenge or contest the validity of their Stipulation hereto or this Order.
- 14 4. This Court has jurisdiction over the subject matter of this case and over all
15 parties hereto, and venue in this district is proper.
- 16 5. The entry of this Order is in the public interest.
- 17 6. Pursuant to the Parties’ agreement, no security shall be required for the
18 issuance of this Order.

19 **ORDER**

20 **IT IS THEREFORE ORDERED** that, Defendants, and each of Defendants’
21 respective agents, servants, employees, successors and assigns, and all those acting
22 in concert or participation with any such persons, are hereby preliminarily enjoined
23 and through trial from engaging in, or assisting others in engaging in, the following
24 conduct:

- 25 a. Purchasing, selling or transferring, attempting to purchase, sell or
26 transfer or soliciting the purchase, sale or transfer of, any ticket,
27 badge, credential or anything entitling access to any future
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1 GRAMMY Awards ceremony of The Recording Academy,
2 restricted members only seating at the Latin GRAMMY Awards
3 ceremony of the Latin Academy of Recording Arts & Sciences, Inc.
4 (“The Latin Recording Academy”), and/or the following private
5 pre- and post-ceremony events sponsored by or affiliated with The
6 Recording Academy, The Latin Recording Academy, the
7 GRAMMY Foundation and/or the MusiCares Foundation: The
8 Recording Academy’s official GRAMMY after-party, The Latin
9 Recording Academy’s official Latin GRAMMY after-party, the
10 MusiCares Person of the Year event, the Clive Davis pre-
11 GRAMMY Awards party (also known as the pre-GRAMMY Gala),
12 the Entertainment Law Initiative Luncheon, the Music Preservation
13 Project event, GRAMMY Camp – Basic Training, the Special Merit
14 Awards Ceremony & Nominees Reception, and restricted members-
15 only seating at GRAMMY Salute or other GRAMMY-branded
16 special events;

17 b. Offering to perform, attempting to perform, or performing any act as
18 an intermediary, broker or middleman relating to the purchase, sale
19 or transfer of tickets, badges, credentials or anything entitling access
20 to any future GRAMMY Awards ceremony of The Recording
21 Academy, restricted members only seating at the Latin GRAMMY
22 Awards ceremony of The Latin Recording Academy, and/or the
23 following private pre- and post-ceremony events sponsored by or
24 affiliated with The Recording Academy, The Latin Recording
25 Academy, the GRAMMY Foundation and/or the MusiCares
26 Foundation: The Recording Academy’s official GRAMMY after-
27 party, The Latin Recording Academy’s official Latin GRAMMY

1 after-party, the MusiCares Person of the Year event, the Clive Davis
2 pre-GRAMMY Awards party (also known as the pre-GRAMMY
3 Gala), the Entertainment Law Initiative Luncheon, the Music
4 Preservation Project event, GRAMMY Camp – Basic Training, the
5 Special Merit Awards Ceremony & Nominees Reception, and
6 restricted members-only seating at GRAMMY Salute or other
7 GRAMMY-branded special events;

8 c. Advertising or publishing any offer to purchase, sell, transfer or
9 broker, or to otherwise act as an intermediary, broker or middleman,
10 relating to the purchase, sale or transfer of tickets, badges,
11 credentials or anything entitling access to any future GRAMMY
12 Awards ceremony of The Recording Academy, restricted members
13 only seating at the Latin GRAMMY Awards ceremony of The Latin
14 Recording Academy, and/or the following private pre- and post-
15 ceremony events sponsored by or affiliated with The Recording
16 Academy, The Latin Recording Academy, the GRAMMY
17 Foundation and/or the MusiCares Foundation: The Recording
18 Academy’s official GRAMMY after-party, The Latin Recording
19 Academy’s official Latin GRAMMY after-party, the MusiCares
20 Person of the Year event, the Clive Davis pre-GRAMMY Awards
21 party (also known as the pre-GRAMMY Gala), the Entertainment
22 Law Initiative Luncheon, the Music Preservation Project event,
23 GRAMMY Camp – Basic Training, the Special Merit Awards
24 Ceremony & Nominees Reception, and restricted members-only
25 seating at GRAMMY Salute or other GRAMMY-branded special
26 events;

- 1 d. Gaining or attempting to gain unauthorized access to any future
2 GRAMMY Awards ceremony of The Recording Academy or
3 restricted members only seating at the Latin GRAMMY Awards
4 ceremony of The Latin Recording Academy, and/or the following
5 private pre- and post-ceremony events sponsored by or affiliated
6 with The Recording Academy, The Latin Recording Academy, the
7 GRAMMY Foundation and/or the MusiCares Foundation: The
8 Recording Academy's official GRAMMY after-party, The Latin
9 Recording Academy's official Latin GRAMMY after-party, the
10 MusiCares Person of the Year event, the Clive Davis pre-
11 GRAMMY Awards party (also known as the pre-GRAMMY Gala),
12 the Entertainment Law Initiative Luncheon, the Music Preservation
13 Project event, GRAMMY Camp – Basic Training, the Special Merit
14 Awards Ceremony & Nominees Reception, and restricted members-
15 only seating at GRAMMY Salute or other GRAMMY-branded
16 special events;
- 17 e. Participating in, aiding or facilitating, or attempting to participate in,
18 aid or facilitate, any effort by any person to gain unauthorized
19 access to any future GRAMMY Awards ceremony of The
20 Recording Academy, restricted members only seating at the Latin
21 GRAMMY Awards ceremony of The Latin Recording Academy,
22 and/or the following private pre- and post-ceremony events
23 sponsored by or affiliated with The Recording Academy, The Latin
24 Recording Academy, the GRAMMY Foundation and/or the
25 MusiCares Foundation: The Recording Academy's official
26 GRAMMY after-party, The Latin Recording Academy's official
27 Latin GRAMMY after-party, the MusiCares Person of the Year
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1 event, the Clive Davis pre-GRAMMY Awards party (also known as
2 the pre-GRAMMY Gala), the Entertainment Law Initiative
3 Luncheon, the Music Preservation Project event, GRAMMY Camp
4 – Basic Training, the Special Merit Awards Ceremony & Nominees
5 Reception, and restricted members-only seating at GRAMMY
6 Salute or other GRAMMY-branded special events;

- 7 f. Receiving any compensation, whether in money, in kind or
8 otherwise, for any of the acts described in paragraphs (a) through (e)
9 above;
- 10 g. Using or displaying for any purpose any registered mark, or any
11 depiction, image, photograph, picture, illustration or other visual
12 representation containing any registered mark, which is owned by
13 The Recording Academy, The Latin Recording Academy and/or any
14 of their respective affiliates, including without limitation the
15 GRAMMY Foundation and/or the MusiCares Foundation, and
16 which is specified (i) at ¶ 35 of the Complaint in this action (the
17 MUSIC’S BIGGEST NIGHT mark); (ii) at ¶ 36 of the Complaint in
18 this action (the Gramophone Logo, the registration of which is
19 Exhibit G to the Complaint); and/or (iii) on Exhibit 1 attached to the
20 Order Entering Stipulated Preliminary Injunction and Setting Time
21 for Defendant Craig Banaszewski’s Deposition; and
- 22 h. Using or displaying for any purpose any copyright-protected
23 material, or any depiction, image, photograph, picture, illustration or
24 other visual representation containing any copyright-protected
25 material, which is owned by The Recording Academy, The Latin
26 Recording Academy and/or any of their respective affiliates,
27 including without limitation the GRAMMY Foundation and/or the
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1 MusiCares Foundation, and which is specified (i) at ¶ 37 of the
2 Complaint in this action (the Gramophone Logo); or (ii) at ¶ 39 of
3 the Complaint in this action (the GRAMMY Photographs, which are
4 Exhibits H, I, J, K, L and M to the Complaint).

5 For the avoidance of doubt and the purpose of clarification (and it being understood
6 that Plaintiff reserves all rights with respect to the following activities), nothing
7 contained herein shall prohibit Defendants (and/or any of Defendants' respective
8 agents, servants, employees, successors and assigns, or those acting in concert or
9 participation with any such persons) from:

- 10 i. Engaging in any of the acts described in paragraphs (a) through (f) above with
11 respect to seating at the Latin GRAMMY Awards ceremony of the Latin
12 Recording Academy, which is not restricted members-only seating;
- 13 ii. Using or displaying the words "Latin GRAMMY Awards" to engage in the
14 acts described in paragraph (i) above; and/or
- 15 iii. Engaging in any of the acts described in paragraphs (a) through (f) above with
16 respect to events not enumerated therein.

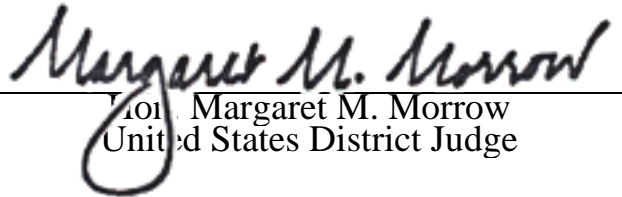
17 **IT IS FURTHER ORDERED** that the deposition of Defendant Craig
18 Banaszewski shall commence, at a mutually agreed time, on or within three days of
19 February 9, 2016 (and shall continue day to day until complete); provided, however,
20 that in the event Defendant Banaszewski submits a declaration, affidavit or other
21 sworn statement in this matter prior to February 9, 2016, Defendants shall be
22 entitled to depose Mr. Banaszewski prior to February 9, 2016 regarding the matters
23 relating thereto.

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1 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this
2 matter for all purposes of construction, modification, and enforcement of this Order.

3 **The court permits Banaszewski's deposition to be taken after the fact**
4 **discovery cut off date of January 15, 2016. It will not permit any other**
5 **discovery to occur after January 15, 2016, however, unless the parties file a**
6 **request that demonstrates good cause to amend the scheduling order.**
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9 DATED: July 23, 2015

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12 Margaret M. Morrow
13 United States District Judge