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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)

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

DATED: _August 6, 2015

SO ORDERED






Hon. Margaret M. Morrow
United States District Judge


EXHIBIT 1



TRADEMARK/ SERVICE MARK	REGISTRATION OR APPLICATION NO(S).	DESIGN (IF APPLICABLE)
ARCHITECTS OF SOUND	4,669,897 4,702,278	
BE A PART OF THE HEART	4,126,632	
BUSINESS, BEATS & INSPIRATION	4,286,268 4,286,266	
CAPITOL TRACKS	3,227,589	
COUNTRY MUSIC`S BIGGEST NIGHT	3,436,008	
ENTERTAINMENT LAW INITIATIVE	3,630,823	
FEEL THE POWER OF MUSIC	3,915,250 3,958,236 4,161,539	
FUNDAÇÃO CULTURAL LATIN GRAMMY (and design) Portuguese version	86/609,070 86/609,028	
FUNDAÇÃO CULTURAL LATIN GRAMMY (Portuguese version)	86/344,871 86/344,867	
FUNDACIÓN CULTURAL LATIN GRAMMY (and design) Spanish Version	86/609,084 86/609,095	
FUNDACIÓN CULTURAL LATIN GRAMMY (Spanish version)	86/344,858 86/344,864	
GRAMMIUM	4,646,756	

TRADEMARK/ SERVICE MARK	REGISTRATION OR APPLICATION NO(S).	DESIGN (IF APPLICABLE)
GRAMMY	3,897,969 1,865,177 3,584,791 3,202,214 4,368,858 4,609,970 3,202,216 887,642 2,332,258 3,202,215	
GRAMMY AMPLIFIER	4,432,566 4,432,567	
GRAMMY ARTISTS REVEALED	3,905,148	
GRAMMY AWARDS	3,202,217 3,251,375 3,202,218 3,655,981 2,827,248	
GRAMMY AWARDS PREMIERE CEREMONY	86/421,747 86/421,742 86/421,723 86/421,737 86/421,703 86/421,727	
GRAMMY BLOCK PARTY	3,683,193	
GRAMMY CAMP	3,726,688 3,068,321	

TRADEMARK/ SERVICE MARK	REGISTRATION OR APPLICATION NO(S).	DESIGN (IF APPLICABLE)
GRAMMY CELEBRATION	3,630,822	
GRAMMY CREATORS ALLIANCE	86/472,738	
GRAMMY EXPERIENCE	4,664,364 4,675,957	
GRAMMY FOUNDATION	2,583,348	
GRAMMY GALLERY	86/524,160	
GRAMMY GLAM	4,360,630 4,360,629	
GRAMMY HALL OF FAME	3,122,166 2,500,319 3,160,983	
GRAMMY IN THE SCHOOLS	2,364,216	
GRAMMY LABEL	85/661,536 85/661,539	
GRAMMY LEGEND AWARDS	2,046,118	
GRAMMY LIVE	4,221,408	
GRAMMY MUSEUM	3,568,414 3,911,527 3,904,794	





TRADEMARK/ SERVICE MARK	REGISTRATION OR APPLICATION NO(S).	DESIGN (IF APPLICABLE)
GRAMMY MUSEUM (and design)	3,901,082 3,570,669 3,894,410	
GRAMMY MUSEUM DESIGN	3,570,670	
GRAMMY MUSICTECH SUMMIT	3,638,305	
GRAMMY ON THE HILL DESIGN (U.S. Capitol dome/gramophone in circle)	3,606,045	
GRAMMY PREMIERE CEREMONY	86/248,033 86/248,041 86/248,030 86/248,035 86/248,023 86/248,012	
GRAMMY PRESENTS	86/421,732 86/421,711 86/421,714 86/421,721	



TRADEMARK/ SERVICE MARK	REGISTRATION OR APPLICATION NO(S).	DESIGN (IF APPLICABLE)
GRAMMY PRO	4,645,914 85/912,241	
GRAMMY RADIO	4,361,506	
GRAMMY RECORDINGS	3,055,518	
GRAMMY SALUTE TO CHINA	86/456,017	
GRAMMY SALUTE TO CLASSICAL MUSIC	3,697,928	
GRAMMY SALUTE TO COUNTRY MUSIC	3,829,451	
GRAMMY SALUTE TO COUNTRY MUSIC (stylized)	3,829,458	
GRAMMY SALUTE TO FASHION	3,630,825	
GRAMMY SALUTE TO GOSPEL MUSIC	3,630,827	
GRAMMY SALUTE TO INDUSTRY ICONS	3,630,826	
GRAMMY SALUTE TO JAZZ	3,697,929	
GRAMMY SHOWCASE	3,055,519	
GRAMMY SOUNDCHECKS	3,746,131	
GRAMMY SOUNDTABLES	3,068,332	
GRAMMY STYLE STUDIO	3,068,331	
GRAMMY U	3,732,398 3,732,397	
GRAMMY U AMPLIFIED	4,542,014	

TRADEMARK/ SERVICE MARK	REGISTRATION OR APPLICATION NO(S).	DESIGN (IF APPLICABLE)
GRAMMY U EDUCATE. CREATE. INSPIRE. (and design)	3,533,791 3,533,789 3,533,787	
GRAMMY UNIVERSITY NETWORK	3,533,786 3,533,790	
GRAMMY365	3,819,632 3,819,631	
GRAMMYS	2,630,880	
GRAMMYS ON THE HILL	3,129,764	
HEART W/MUSIC NOTE DESIGN	2,764,001	
IN THE MIX	3,126,624	
LA ACADEMIA LATINA DE LA GRABACION	3,066,078	
LATIN GRAMMY	2,819,093 3,274,996 4,149,419 2,723,879	
LATIN GRAMMY AWARDS	86/469,779	
LATIN GRAMMY CULTURAL FOUNDATION	4,739,988 4,739,987	

TRADEMARK/ SERVICE MARK	REGISTRATION OR APPLICATION NO(S).	DESIGN (IF APPLICABLE)
LATIN GRAMMY CULTURAL FOUNDATION (and design)	86/296,041 86/296,049	 <p data-bbox="1224 401 1419 548">Latin GRAMMY Cultural Foundation</p>
LATIN GRAMMY PREMIERE	86/439,426 86/439,421 86/439,425 86/439,434 86/439,430 86/439,429	
MAP FUND	3,151,083	
MODERN REVERSE GRAMOPHONE DESIGN	1,944,354	
MODERN SILHOUETTE GRAMAPHONE DESIGN	3,055,517	
MUSIC MAKES ME	85/894,052	
MUSIC REVOLUTION PROJECT	4,532,155	

TRADEMARK/ SERVICE MARK	REGISTRATION OR APPLICATION NO(S).	DESIGN (IF APPLICABLE)
MUSIC SPEAKS VOLUMES	85/818,856	
MUSIC`S BIGGEST NIGHT	3,089,285	
MUSICARES	3,151,010 3,420,650 3,786,977 1,665,539	
MUSICARES FOR MUSIC PEOPLE	86/437,071 86/437,060 4,755,644 4,755,650	
MUSICARES FOUNDATION	3,153,839 3,162,302	
MUSICARES MAP FUND	3,971,855 3,971,858 3,971,856 3,971,857	
NATIONAL ACADEMY OF RECORDING ARTS & SCIENCES	1,139,523	
PRODUCERS & ENGINEERS WING	3,634,596 3,634,594 3,634,595 3,634,597	

TRADEMARK/ SERVICE MARK	REGISTRATION OR APPLICATION NO(S).	DESIGN (IF APPLICABLE)
PRODUCERS & ENGINEERS WING (and design)	3,111,649 3,097,843 3,097,842 3,095,380	
RECORDING ARTISTS' COALITION	3,776,889	
REFRESHED GRAMOPHONE DESIGN	1,675,416 1,018,537 1,704,527 3,955,966 3,742,176 2,761,514	
REFRESHED LATIN GRAMOPHONE DESIGN (B/W)	3,923,021 4,005,739 2,475,524 2,831,457	
REFRESHED LATIN GRAMOPHONE DESIGN (RED)	3,925,299	
SAFE HARBOR ROOM	2,996,309 3,115,600	
THE BIGGEST NIGHT IN LATIN MUSIC	4,556,741	

TRADEMARK/ SERVICE MARK	REGISTRATION OR APPLICATION NO(S).	DESIGN (IF APPLICABLE)
THE LATIN ACADEMY OF RECORDING ARTS & SCIENCES	3,418,163	
THE LATIN RECORDING ACADEMY	2,836,039 3,677,848	
THE POWER OF MUSIC	85/818,860	
THE RECORDING ACADEMY	3,720,052 3,150,567 1,239,821	
THE RECORDING ACADEMY HONORS	3,254,822	
TRADITIONAL GRAMOPHONE DESIGN	3,068,324	
TRADITIONAL OUTLINED GRAMOPHONE STATUETTE DESIGN	2,831,458	
WHERE MUSIC SPARKS AMAZING	86/324,773 86/324,765 86/324,783	