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14 UNITED STATES DISTRICT COURT  
 15 SOUTHERN DISTRICT OF CALIFORNIA

17 KAWHI LEONARD,  
 18 Plaintiff,  
 19 v.  
 20 NIKE, INC.  
 21 Defendant.

CASE NO.: '19CV1035 BAS BGS

COMPLAINT FOR:  
 DECLARATORY RELIEF  
 [JURY TRIAL DEMANDED]

Action Filed:  
 Trial Date: None set

24 Plaintiff KAWHI LEONARD (“Plaintiff” or “Leonard”), an individual, by  
 25 and through his undersigned attorneys, hereby alleges as follows against Defendant  
 26 NIKE, INC. (“Defendant” or “Nike”):

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**INTRODUCTION**

1. In 2011, just after being drafted to the National Basketball Association (the “NBA”), Kawhi Leonard authored a unique logo that included elements that were meaningful and unique to him. Leonard traced his notably large hand, and, inside the hand, drew stylized versions of his initials “KL” and the number that he had worn for much of his career, “2.” The drawing Leonard authored was an extension and continuation of drawings he had been creating since early in his college career.

2. Several years later, as part of an endorsement deal with Nike, Leonard allowed Nike to use on certain merchandise the logo he created while Leonard continued to use the logo on non-Nike goods.

3. Unbeknownst to Leonard and without his consent, Nike filed an application for copyright registration of his logo and falsely represented in the application that Nike had authored the logo.

4. Leonard intends to use the logo on clothing lines, footwear and on other products and, among other things, in connection with sports camps and charity functions, but Nike explicitly has objected to such uses.

5. As set forth below, Leonard brings this action seeking a declaratory judgment of non-infringement and that Leonard is the author of the logo and Nike, in registering for copyright of Leonard’s logo, committed fraud on the Copyright Office.

**JURISDICTION AND VENUE**

6. This Court has original subject matter jurisdiction over Leonard’s claims pursuant to the Federal Declaratory Judgments Act, 28 U.S.C. §§ 2201 and 2202, as well as under 28 U.S.C. § 1338.

7. Personal jurisdiction exists over Nike pursuant to California Code of Civil Procedure § 410.10.

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1           16. Leonard has worn jersey number “2” through much of his career and,  
2 at times before that, the number “22.”

3 **B. Leonard Authors the Logo**

4           17. Since at least his college years, Leonard contemplated and conceived  
5 of ideas for a personal logo which would be unique to him and reflect something  
6 meaningful relating to his own image.

7           18. In late December 2011 or January 2012, Leonard refined a logo he had  
8 been creating for several years that encompassed his large and powerful hands, his  
9 initials and his jersey number (the “Leonard Logo”).

10           19. Leonard shared his original work of authorship with family and  
11 friends, solicited the advice and expertise of a creative designer, received comments  
12 and suggestions, and made modifications to his design.

13 **C. Leonard and Nike**

14           20. On October 26, 2011, Nike and Leonard signed a “Men’s Pro  
15 Basketball Contract” (the “Nike Agreement”).

16           21. The Nike Agreement term was from October 1, 2011 to September 30,  
17 2014, and thereafter extended in a series of agreements finally expiring on  
18 September 30, 2018.

19           22. The purpose of the Nike Agreement was for Leonard to provide  
20 “personal services and expertise in the sport of professional basketball and  
21 endorsement of the Nike brand and use of Nike products.”

22           23. At some point during the term of the Nike Agreement, Nike began  
23 discussions with Leonard about creating a unique logo to affix to merchandise to be  
24 sold under the Nike Agreement.

25           24. Nike provided to Leonard its ideas for modifying the logo that Leonard  
26 had designed.

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1           25. Leonard for the most part rejected Nike's concepts and, instead,  
2 forwarded to Nike the Leonard Logo which Leonard said he would permit Nike to  
3 use during the term of the Nike Agreement (under his supervision and control).

4           26. Nike reviewed the Leonard Logo, modified it, and returned pro formas  
5 to Leonard in the Spring 2014.

6           27. Leonard rejected those proposals as well.

7           28. In early Summer 2014, Nike provided additional proposals to Leonard  
8 using the Leonard Logo.

9           29. Leonard accepted one of the June 2014 proposals and granted Nike  
10 permission to affix that logo, based upon the Leonard Logo, on Nike merchandise  
11 during the term of the Nike Agreement.

12           30. Nike confirmed that the agreed-upon logo had not previously been  
13 registered by any third-party.

14           31. At the same time, Leonard's representatives confirmed that Leonard  
15 continued to own the Leonard Logo.

16           32. Leonard never transferred the rights to the Leonard Logo to Nike –  
17 conversely, as the many communications, including text and e-mails show, Leonard  
18 permitted Nike to use the Leonard Logo for their mutual benefit and for the specific  
19 purpose of effectuating the Nike Agreement for the term of the contract.

20           33. Indeed, Nike representatives recognized Leonard's rights to the  
21 Leonard Logo – referring to it as "Kawhi's logo" in written communications with  
22 Leonard.

23           34. Leonard, without dispute or challenge from Nike, continued to use the  
24 Leonard Logo on non-Nike goods, including apparel and merchandise used for  
25 basketball camps, appearances and charity events, even while Nike was affixing  
26 Leonard's Logo to Nike merchandise.

27           35. Consistent with Nike's position as a party without any ownership in  
28 the Leonard Logo, Nike refused to act several times when Leonard's

1 representatives learned that third-parties were using the Leonard Logo without  
2 authorization and reached out to Nike for assistance and advice in halting the  
3 unauthorized use.

4 **D. Nike’s Copyright Registration**

5 36. Without Leonard’s knowledge or consent, Nike filed an application  
6 with the United States Copyright Office to register the “Kawhi Leonard Logo.”

7 37. On or about May 11, 2017, the application was granted and the  
8 Leonard Logo was given Registration No. VA0002097900.

9 38. On the application, Nike claimed authorship of the Logo and rights  
10 and permissions to the Leonard Logo.

11 39. Further, Nike claimed that the Leonard Logo was authored in 2014 and  
12 first published on October 28, 2014.

13 40. Nike’s claim to ownership of the Leonard Logo is premised on the  
14 false representations Nike made in its copyright application that it authored the  
15 logo.

16 41. Nike never notified Leonard of its intention to attempt to copyright the  
17 Leonard Logo nor did it notify Leonard when the copyright was awarded.

18 **E. Leonard’s Trademark Registration**

19 42. On November 9, 2017, Leonard applied for, and subsequently received  
20 registration of, two trademarks in three different categories of registration  
21 consisting of, and inspired by, Leonard’s creation of the Leonard Logo, one an  
22 image of his hand, his initials and jersey number and a second logo based upon  
23 letters and numbers corresponding to Leonard’s initials and jersey number (the  
24 “Leonard Trademarks”).

25 43. As set forth above, Leonard had been developing, and authored, the  
26 Leonard Logo on his own, independent of Nike, and continued to use the Leonard  
27 Logo for non-Nike products while also permitting Nike to borrow the Leonard

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1 Logo in his joint pursuit with Nike to merchandise products within the scope of the  
2 Nike Agreement and for the term of the Nike Agreement.

3 **F. The Controversy**

4 44. Leonard intends in the near future to use the Leonard Logo on apparel  
5 and footwear that he is actively developing and intends to bring to market and to  
6 affix on items he intends to distribute in connection with sports camps and charity  
7 events, and to affix on other products to be determined. Use of the Leonard Logo  
8 is vital to Leonard's ability to continue to grow his brand and expand both his  
9 commercial reach and influence with charities with which he is involved.

10 45. On December 21, 2018, John Matterazzo, Nike's VP & Global  
11 Counsel for Sports Marketing, wrote to one of Leonard's representatives, stating  
12 that Nike owns the Leonard Logo pursuant to the Nike Agreement and Nike's  
13 copyright registration of the Leonard Logo. Matterazzo demanded that Leonard  
14 cease using the Leonard Logo on non-Nike merchandise.

15 46. On January 30, 2019, Leonard's counsel responded by requesting that  
16 Nike rescind its copyrights in the Leonard Logo and informing Nike that Leonard  
17 intended to continue to use the Leonard Logo and Leonard Trademarks on non-  
18 Nike merchandise and might affix the Leonard Logo and Leonard Trademarks to  
19 the shoes he would be wearing as a player for the Raptors.

20 47. On March 11, 2019, Nike responded that it owns all intellectual  
21 property rights in the Leonard Logo and demanding that Leonard immediately  
22 cease and desist from what Nike claimed was the unauthorized use of the Leonard  
23 Logo.

24 **CLAIM FOR RELIEF**

25 (Declaratory Judgment)

26 48. Plaintiff incorporates by reference each and every allegation in the  
27 foregoing paragraphs of this Complaint.

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- 1 (iii) Defendant committed fraud on the Copyright Office in
- 2 registering the Leonard Logo; and
- 3 (b) Any such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff Kahwi Leonard, an individual, hereby demands a jury trial.

7 DATED: June 3, 2019

8 **SULLIVAN & WORCESTER LLP**  
 By: PETER R. GINSBERG  
 (PRO HAC VICE PENDING)  
 MITCHELL C. STEIN  
 CLARK A. FREEMAN

11 **DUCKOR SPRADLING METZGER &**  
**WYNNE**  
 A Law Corporation

14 Bv: /s/ Scott L. Metzger  
 SCOTT L. METZGER  
 WILLIAM P. KEITH

17 Attorneys for Plaintiff  
 KAWHI LEONARD

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