

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

ARTHUR MURRAY
INTERNATIONAL, INC,

Plaintiff,

vs.

WDO COMMUNITY INTEREST
COMPANY (d/b/a WORLD DANCE
ORGANISATION) and AMERICAN
DANCE PRODUCTIONS, LLC

Defendants.

Civil Action No. 1:21-cv-1148

COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Arthur Murray International, Inc., by and through its attorneys, DLA Piper LLP (US), hereby files this Complaint against WDO Community Interest Company (d/b/a World Dance Organisation) and American Dance Productions, LLC alleging as follows:

THE PARTIES

1. Plaintiff Arthur Murray International, Inc. (“Arthur Murray” or “Plaintiff”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 1077 Ponce De Leon Boulevard, Coral Gables, Florida 33134.

2. Defendant WDO Community Interest Company (doing business as World Dance Organisation and WDO) (“WDO”) is a community interest company organized and existing under the laws of the England and Wales with its registered office address at Doshi Accountants Limited 6th Floor, Amp House, Dingwall Road, Croydon, United Kingdom, CR0 2LX.

3. Defendant American Dance Productions, LLC (“American Dance”) is a limited liability corporation organized and existing under the laws of New Jersey with its registered address at 2029 Lemoine Avenue, Fort Lee, New Jersey 07024.

JURISDICTION AND VENUE

4. Through this Complaint, Arthur Murray asserts claims against Defendants that arise under the Lanham Act, as amended, 15 U.S.C. § 1051, *et seq.*

5. The Court has original subject matter jurisdiction over Arthur Murray's federal claims pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as 15 U.S.C. § 1121(a), because Arthur Murray's claims arise under the Lanham Act, 15 U.S.C. § 1051, *et seq.*

6. Jurisdiction over the common law claim is also appropriate under 28 U.S.C. § 1367(a) because that claim is substantially related to the federal Lanham Act claims.

7. The Court has personal jurisdiction over Defendants in that Defendants transact business in this State and have substantial contacts with this State.

8. Venue is proper in the United States District Court for Western District of Texas in the Austin Division pursuant to 28 U.S.C. §§ 1391(b)(2)-(3) because a substantial part of the events giving rise to the claims herein occurred in this judicial district, and Defendants are subject to the Court's personal jurisdiction for the claims alleged herein.

GENERAL ALLEGATIONS

9. Founded by the famed dancer of the same name, Arthur Murray has been providing dance instruction and dance competition services in the United States for more than a century.

10. Since at least as early as 2005, Arthur Murray has offered dance competition services and dance events services under the mark WORLD CHAMPIONSHIP and variations thereof.

11. In recognition of the value of its trademark rights in the WORLD CHAMPIONSHIP trademarks, Arthur Murray applied for and now owns the following U.S. trademark registrations on the Supplemental Register:

Trademark	Classes Covered	Reg. No.	Reg. Date
WORLD AMATEUR 10 DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4770503	07-Jul-2015
WORLD AMATEUR BALLROOM DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4770495	07-Jul-2015
WORLD BALLROOM DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4770497	07-Jul-2015
WORLD PRO/AM 10 DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4848128	03-Nov-2015
WORLD PRO/AM 9 DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4770504	07-Jul-2015
WORLD PRO/AM BALLROOM DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4770494	07-Jul-2015
WORLD PRO/AM DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4203802	04-Sep-2012
WORLD PROFESSIONAL 10 DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4770501	07-Jul-2015
WORLD PROFESSIONAL 9 DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4770502	07-Jul-2015
WORLD PROFESSIONAL BALLROOM DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4770496	07-Jul-2015
WORLD PROFESSIONAL RHYTHM SHOWDANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4770507	07-Jul-2015
WORLD PROFESSIONAL SMOOTH SHOWDANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	4770506	07-Jul-2015
WORLD AMATEUR LATIN DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3115494	11-Jul-2006
WORLD LATIN DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3115492	11-Jul-2006

Trademark	Classes Covered	Reg. No.	Reg. Date
WORLD PRO/AM LATIN DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3115495	11-Jul-2006
WORLD PRO/AM RHYTHM DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3115485	11-Jul-2006
WORLD PRO/AM SMOOTH DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3649090	30-Jun-2009
WORLD PROFESSIONAL LATIN DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3115493	11-Jul-2006
WORLD PROFESSIONAL RHYTHM DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3115484	11-Jul-2006
WORLD PROFESSIONAL SMOOTH DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3115487	11-Jul-2006
WORLD PROFESSIONAL STANDARD DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3115491	11-Jul-2006
WORLD RHYTHM DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3115483	11-Jul-2006
WORLD SMOOTH DANCE CHAMPIONSHIPS	Class 41: organizing dance competitions	3115486	11-Jul-2006

12. All of the foregoing registrations are in full force and effect. These marks are collectively referred to as the “WORLD CHAMPIONSHIP Registrations.”

13. In addition to its significant portfolio of registered WORLD CHAMPION Registrations, Arthur Murray also uses the trademark WORLD CHAMPIONSHIPS and owns common law rights in the WORLD CHAMPIONSHIPS trademark (the “WORLD CHAMPIONSHIPS Mark”) arising from its longstanding use of this mark in connection with dance competition services.

14. Due to Arthur Murray's extensive and longstanding use, it has established secondary meaning and secondary meaning in the WORLD CHAMPIONSHIP Registrations (including, without limitation, the WORLD PRO/AM DANCE CHAMPIONSHIPS mark) and WORLD CHAMPIONSHIPS Mark in connection with dance competition services, especially with respect to ballroom dance competitions.

15. In addition, Arthur Murray owns U.S. Registration No. 3,728,366 for AMERICAN DANCE SPORT in connection with dance instruction services on the Principal Register, and this registration is valid, subsisting, and incontestable under 15 U.S.C. § 1065.

16. First in 2005, Arthur Murray, together with its authorized users, held dance competitions under the WORLD CHAMPIONSHIP Registrations and the WORLD CHAMPIONSHIPS Mark at the Embassy Ball in Ohio.

17. Each year from thereafter to the present date, Arthur Murray, together with its authorized users, held dance competitions under the WORLD CHAMPIONSHIP Registrations and the WORLD CHAMPIONSHIPS Mark (except for in 2020 when the event was cancelled due to the COVID-19 pandemic).

18. Professional and amateur contestants alike participate in the competitions, often with nearly 2,000 participants each year during the 16 years the competitions have been held under the WORLD CHAMPIONSHIP Registrations and the WORLD CHAMPIONSHIPS Mark.

19. The events under the WORLD CHAMPIONSHIP Registrations and the WORLD CHAMPIONSHIPS Mark are advertised in dance publications, including, without limitation, *Dance Beat* and *Dance News* and in flyers, posters, on websites, and on social media.

20. For example, the WORLD CHAMPIONSHIP Registrations and the WORLD CHAMPIONSHIPS Mark are prominently advertised on the Embassy Ball website at www.embassyball.com, an excerpt of which appears below:



21. By virtue of Arthur Murray's longstanding and substantially exclusive use and promotion of the WORLD CHAMPIONSHIPS Mark and the marks covered by the WORLD CHAMPIONSHIPS Registrations, the aforesaid marks have acquired distinctiveness and secondary meaning such that and the public associates the marks exclusively with Arthur Murray and its dance competition services, especially in the field of ballroom dancing.

22. Through its substantial effort, skill, and promotion, Arthur Murray has built an extensive and favorable reputation for its brand and services under the WORLD CHAMPIONSHIP Registrations and WORLD CHAMPIONSHIP Mark, and it has enjoyed considerable commercial success, especially in the field of ballroom dancing.

23. Arthur Murray's dance competition services under the WORLD CHAMPIONSHIP Registrations and WORLD CHAMPIONSHIP Mark are offered to professional and amateur dancers in a number of ballroom dance categories.

24. These dance competition services are among the most prestigious ballroom dancing awards in the United States and are well-known in the ballroom dancing community.

25. As a result of these activities, Arthur Murray has built a strong and favorable reputation for dance competition services under the WORLD CHAMPIONSHIP Registrations and WORLD CHAMPIONSHIP Mark, especially in the field of ballroom dancing.

Defendants' Unlawful Activities.

26. At least as early as November 2021, WDO began offering dance competition services under various WORLD CHAMPIONSHIP trademarks.

27. At least as early as November 2021, American Dance began to advertise dance competition services under the trademarks PRO-AM WORLD CHAMPIONSHIPS to be held in Austin, Texas from December 15, 2021 through December 19, 2021 (the "Event").

28. American Dance activities included sending an email dated November 5, 2021 with the subject line "Pro-Am World Championships Austin Texas – December 14-19, 2021" which email advertised a dance competition branded "PRO-AM WORLD CHAMPIONSHIPS," as is shown below:



A copy of the November 5, 2021 email is attached as Exhibit 1.

29. The November 5, 2021 email shows the event as a “WDO” event as well as WDO’s and American Dance’s logos.

30. The email also prominently uses the trademark AMERICAN OPEN DANCESPORT CHAMPIONSHIPS.

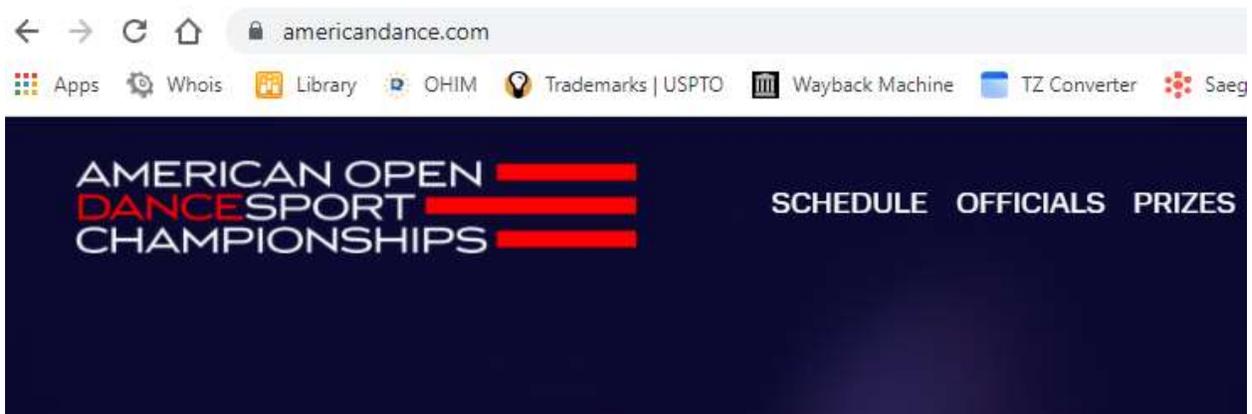
31. American Dance’s website at www.americandance.com also prominently advertises itself as “THE OFFICIAL HOME OF THE 2021 WDO OPEN AM/PRO WORLD CHAMPIONSHIPS & UNDER-21 LATIN WORLD CHAMPIONSHIPS” with respect to the Infringing WORLD CHAMPIONSHIPS Event, as is shown below:



A printout of the website at www.americandance.com is attached as Exhibit 2.

32. American Dance's website also depicts the WDO logo.

33. In addition, American Dance's website prominently displays the AMERICAN OPEN DANCESPORT CHAMPIONSHIPS trademark in multiple places, including in the upper right corner of the website, as is shown below.



34. American Dance's website shows that it is using various WORLD CHAMPIONSHIP Mark in connection with the Event, including, without limitation, WDO PRO-AM BALLROOM WORLD CHAMPIONSHIPS and WDO PRO-AM LATIN WORLD CHAMPIONSHIPS.

35. Together, Defendants' PRO-AM WORLD CHAMPIONSHIPS trademark, together with the WDO PRO-AM BALLROOM WORLD CHAMPIONSHIPS and WDO PRO-AM LATIN WORLD CHAMPIONSHIPS trademarks, are collectively referred to hereinafter as "Defendants' Infringing WORLD CHAMPIONSHIP Marks."

36. On October 20, 2021, counsel for Arthur Murray sent a letter to WDO, advising it of the WORLD CHAMPIONSHIP Registrations and WORLD CHAMPIONSHIP Mark and requesting that it cease use of the WORLD CHAMPIONSHIP mark.

37. On October 22, 2021, an attorney claiming to represent American Dance responded to Arthur Murray's correspondence and the parties briefly discussed the matter with American Dance's counsel agreeing to provide a substantive response at a later date.

38. In the same conversation, counsel for Arthur Murray raised Arthur Murray's request that American Dance cease use of the AMERICAN OPEN DANCESPORT CHAMPIONSHIP trademark.

39. When no further response was received, on November 3, 2021, Arthur Murray's counsel followed up with American Dance's counsel by email.

40. In response, American Dance's counsel: (1) advised that all further communications with regard to Defendants' Infringing WORLD CHAMPIONSHIP Marks should be directed to WDO; and (2) did not provide a response with regard to Arthur Murray's request

that American Dance cease use of the AMERICAN OPEN DANCESPORT CHAMPIONSHIP trademark.

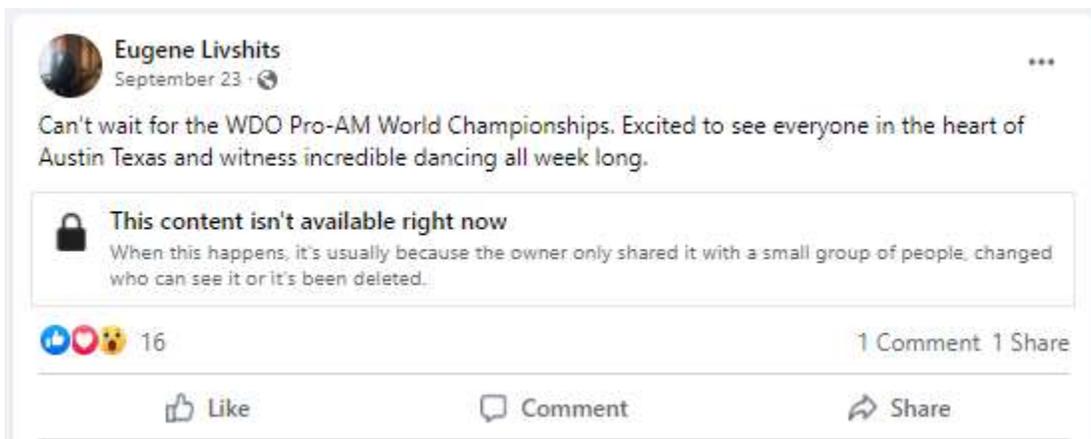
41. On November 4, 2021, Arthur Murray sent a second letter to WDO, requesting a response to its demand that WDO cease use of Defendants' Infringing WORLD CHAMPIONSHIP Marks.

42. Having received no response to its November 4, 2021 letter, Arthur Murray followed up with WDO to request a response.

43. To date, Arthur Murray has not received a response.

44. During this time in the month of November, 2021 and early December, 2021, a member of American Dance's promotions team, Eugene Livshits, repeatedly used Defendants' Infringing WORLD CHAMPIONSHIP Marks and the AMERICAN OPEN DANCESPORT CHAMPIONSHIP Mark in advertisements for Defenant's Event, some of which advertisements intentionally emphasize the word WORLD.

45. Examples of such posts are shown below.





Eugene Livshits

October 28 · 🌐



Registration is now open. We have received a significant amount of interest in this event. This is shaping up to be something special!! Hotel rooms are going fast and we are 85% sold out of our room block.

- we have WDO WORLD titles on the line for Pro-Am in All styles, levels, and ages. We have our 10 Dance and 9 Dance world titles up for grabs both for syllabus and open divisions!
- Highest prize money for all Professional, Amateur, Youth, Under 21, Junior 1, and Junior 2 divisions in the country
- LARGEST top teacher pool of any event in the world
- Lessons available with adjudicators during the event. We don't believe in any political nonsense.
- GUARANTEED memories to last a life time filled with an abundance of food, smiles, alcohol, and long lasting happiness!



Eugene Livshits

November 6 · 🌐



- We will be crowing WDO Pro-AM World Champions in all ages, levels, and styles.
 - We have the World titles for Pro-Am 9 dance and 10 dance divisions
 - We have world titles for pro-am juvenile, juniors, and youth, in the open and syllabus levels in all styles
 - we not only allow but encourage for you to talk, have a drink (not more than 1), or even take a lesson with the adjudicators
 - Complimentary Massages, Mimosas, Snacks, and Drinks during the competition.
- Looking forward to what's shaping up to be an incredible event!!



Eugene Livshits

November 8 at 2:01 PM · 🌐



- 🏆 PRO-AM WORLD TITLES 🏆
- 10 dance world titles
 - 9 dance world titles
 - Pro-am junior, juvenile, and youth world titles in syllabus divisions 🌐
 - Gentlemen only divisions
 - 🔥 Judging Panel
 - Out of this 🌐 Venue



Eugene Livshits

November 17 at 11:19 PM · 🌐

...

Our room block is almost sold out.. the competition is shaping up to be memorable. 5000 entries and counting for the first ever American DanceSport Championships! No registration deadline as long as it doesn't extend our schedule. We have Pro Am WORLD Titles on the line. We will be making history in Austin Texas December 15-19!!

- Pro Am 10 dance WORLD titles
- Pro Am 9 dance WORLD titles
- Juvenile, Junior, & Youth WORLD titles
- Under 21 Latin WORLD Titles
- Professional Open, Rising Star, and Show-Dance divisions
- Amateur, Youth, Junior 1, Junior 2 Scholarships
- Free Massages during the event
- Complimentary food and liquor during the event
- Celebrity Photo Ops

We have it all.. Major announcements coming soon as American DanceSport Championships is expanding in 2022!! Let's have some fun!



Eugene Livshits is with Alexey Grinev Pro and 94 others.

23h · 🌐

...

It's showtime baby!! The final schedule for the American Open DanceSport Championships. We are the home of the official PRO-AM World Championships in the United States. We have no deadline and will be accepting entries until the last heat of the event. Never too late to join!!

We will be announcing the American Open DanceSport circuit. We will be presenting 4 WDO events in the United States in 2022 and giving away the highest prize money of any circuit in the world. 4 competitions, \$40,000 of circuit prize money.

April- Miami Vibe

July- American Open DanceSport NY

Oct.- American Open DanceSport Florida

Dec.- American Open DanceSport Texas

If anyone is interested in joining our circuit or running a WDO event in America, reach out and we will help make your event a success!



Eugene Livshits is with Francesco Bertini and 95 others.

December 11 at 10:45 AM · 🌐

...

12 hours remaining until I lock myself in a room to heat the program for the official WDO Pro-AM World Championships in the United States.

Thank you to [Arunas Bizokas](#) for the belief. Can't wait to collaborate with you to bring [WDO - Official Group](#) as the main governing body of ballroom dancing in America.

My personal goal is to have 25 WDO events in the US by 2025. If anyone is interested in running an event under the WDO umbrella please don't hesitate to reach out and we will do everything in our power to make your event successful.

Looking forward to the inaugural celebration next week of new beginnings! Thank you for the incredible support from the allies and the haters! You make what we do more fulfilling! Come get your Official Pro-AM World Titles!

[American Dance Productions](#)

46. Upon information and belief, WDO is the organizer for the Event.

47. Upon information and belief, American Dance is the host of the Event.

48. Prior to their use of Defendants' WORLD CHAMPIONSHIP Mark, each Defendant was familiar with Arthur Murray, its WORLD CHAMPIONSHIP Registrations, and WORLD CHAMPIONSHIP Mark.

49. Some of WDO's officers have received lessons or training from Arthur Murray instructors or agents and/or participated in Arthur Murray dance competitions.

50. Some of WDO's officers have attended the Embassy Ball at which events were held under the WORLD CHAMPIONSHIP Registrations and WORLD CHAMPIONSHIP Mark.

51. Indeed, one of WDO's officers, Arunas Bizokas, has competed in dance competitions under the branded the WORLD CHAMPIONSHIP Registrations and WORLD CHAMPIONSHIP Mark since their inception in 2005.

52. One, if not the sole, Member of American Dance, Aleksandr Chmerkovski, is well-acquainted with Arthur Murray and has met with Arthur Murray officials at Arthur Murray offices.

53. Defendants' unauthorized use of Defendants' Infringing WORLD CHAMPIONSHIP Marks is likely to cause confusion, mistake, and deception as to the source or origin of the WORLD CHAMPIONSHIP Registrations (including, without limitation, the WORLD PRO/AM DANCE CHAMPIONSHIPS mark), the WORLD CHAMPIONSHIP Marks, and Arthur Murray's services and is likely to falsely suggest a sponsorship, affiliation, connection, or association between the two parties and their respective businesses, goods and services.

54. American Dance's use of the AMERICAN OPEN DANCESPORT CHAMPIONSHIPS mark has caused and is likely to cause confusion, mistake, and deception as

to the source or origin of both Arthur Murray's AMERICAN DANCE SPORT mark and Arthur Murray's services and is likely to falsely suggest a sponsorship, affiliation, connection, or association between the two parties and their respective businesses, goods and services.

55. Defendants' unauthorized use of the Defendants' Infringing WORLD CHAMPIONSHIP Marks, and American Dance's use of the AMERICAN OPEN DANCESPORT CHAMPIONSHIPS mark, has damaged and irreparably injured and, if permitted to continue, will further damage and irreparably injure Arthur Murray, its reputation, and goodwill, the WORLD CHAMPIONSHIP Registrations, the WORLD CHAMPIONSHIP Mark, Arthur Murray's AMERICAN DANCE SPORT mark, and the public's interest in being free from confusion.

56. Defendants have known and still know that their use of Defendants' Infringing WORLD CHAMPIONSHIP Marks is neither permitted nor authorized by Arthur Murray. As a result, Defendants have acted knowingly, willfully, in reckless disregard of Arthur Murray's rights, and in bad faith.

57. American Dance has known and still knows that its use of the AMERICAN OPEN DANCE SPORT mark is neither permitted nor authorized by Arthur Murray. As a result, Defendants have acted knowingly, willfully, in reckless disregard of Arthur Murray's rights, and in bad faith.

FIRST CLAIM FOR RELIEF
Federal Trademark Infringement
(15 U.S.C. § 1114)

58. Arthur Murray realleges the allegations contained in paragraphs 1 through 57, inclusive, of this Complaint as though fully set forth herein.

59. Defendants' actions described above, and specifically, without limitation, its unauthorized use of Defendants' Infringing WORLD CHAMPIONSHIP Marks which are

confusingly similar to Arthur Murray's WORLD CHAMPIONSHIP Registrations in commerce to advertise, promote, market, and sell Defendants' services throughout the United States, including in Texas and in connection with Defendants' Event, constitute infringement of Arthur Murray's federally-registered WORLD CHAMPIONSHIP Registrations in violation of 15 U.S.C. §1114.

60. American Dance's actions described above, and specifically, without limitation, its unauthorized use of the AMERICAN OPEN DANCESPORT CHAMPIONSHIP trademark which is confusingly similar to Arthur Murray's AMERICAN DANCE SPORT trademark in commerce to advertise, promote, market, and sell American Dance's services throughout the United States, including in Texas and in connection with Defendants' Event, constitute infringement of Arthur Murray's federally-registered AMERICAN DANCE SPORT mark in violation of 15 U.S.C. §1114.

61. Defendants' actions, if not enjoined, will continue. Arthur Murray has suffered and continues to suffer damages in an amount to be proven at trial consisting of, among other things, diminution in the value of and goodwill associated with Arthur Murray's registered WORLD CHAMPIONSHIP Registrations and AMERICAN DANCE SPORT mark and injury to Arthur Murray's business. Arthur Murray is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

62. Pursuant to 15 U.S.C. §1117, Arthur Murray is entitled to recover damages in an amount to be determined at trial, profits made by Defendants in connection with its unauthorized use of Arthur Murray's registered trademarks and the costs of this action.

63. Upon information and belief, Defendants' actions are willful, and Defendants intentionally caused and continues to cause confusion, mistake, or deception, making this an

exceptional case entitling Arthur Murray to recover additional treble damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

SECOND CLAIM FOR RELIEF
Unfair Competition and False Designation of Origin
(15 U.S.C. 1125(a))

64. Arthur Murray realleges the allegations contained in paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

65. Defendants' actions described above, and specifically, without limitation, their unauthorized use of Defendants' WORLD CHAMPIONSHIPS Marks, which are confusingly similar to Arthur Murray's WORLD CHAMPIONSHIP Registrations and WORLD CHAMPIONSHIP Mark, in commerce to advertise, promote, market, and sell Defendants' services throughout the United States, including in Texas in connection with Defendants' Event, constitute federal unfair competition and trademark infringement in violation of 15 U.S.C. § 1125(a).

66. American Dance actions described above, and specifically, without limitation, their unauthorized use of the AMERICAN OPEN DANCESPORT CHAMPIONSHIP mark, which is confusingly similar to Arthur Murray's AMERICAN DANCE SPORT mark, in commerce to advertise, promote, market, and sell Defendants' services throughout the United States, including in Texas in connection with Defendants' Event, constitute federal unfair competition and trademark infringement in violation of 15 U.S.C. § 1125(a).

67. Defendants' actions, if not enjoined, will continue. Arthur Murray has suffered and continues to suffer damages in an amount to be proven at trial consisting of, among other things, diminution in the value of and goodwill associated with the WORLD CHAMPIONSHIP Registrations, WORLD CHAMPIONSHIP Mark, Arthur Murray's AMERICAN DANCE SPORT

mark, and injury to Arthur Murray's business. Arthur Murray is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

68. Pursuant to 15 U.S.C. § 1117, Arthur Murray is entitled to recover damages in an amount to be determined at trial, profits made by Defendants in connection with their infringing activities and the costs of this action.

THIRD CLAIM FOR RELIEF
Texas Common Law Unfair Competition

69. Arthur Murray realleges the allegations contained in paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.

70. Defendants' actions complained of herein constitute unfair competition under the common law of the State of Texas.

71. In the field of professional and amateur ballroom dancing, competitions branded under the name WORLD CHAMPIONSHIP are exclusively associated with Arthur Murray and its services.

72. Defendants' use of Defendants' WORLD CHAMPIONSHIP Mark and offering of the Event is an attempt to usurp the WORLD CHAMPIONSHIP brand and events under said brand, resulting in confusion as to the source or affiliation of Arthur Murray and Defendants.

73. Defendants' actions have caused and will likely continue to cause confusion, mistake, and deception among consumers.

74. Defendants' unfair competition has caused and will continue to cause damage to Arthur Murray, including irreparable harm for which there is no adequate remedy at law.

75. As a consequence of Defendants' unfair competition, Arthur Murray is entitled to damages and injunctive relief ordering Defendants to cease this unfair competition.

PRAYER FOR RELIEF

WHEREFORE, Arthur Murray demands judgment against Defendants as follows:

1. Declaring that Defendants have committed and are committing acts of trademark infringement and unfair competition in violation of 15 U.S.C. §§ 1114 and 1125(a) and common law; and that Defendants have willfully and knowingly committed and is committing acts of trademark infringement in violation of 15 U.S.C. §§ 1114 and 1125(a) and common law;

2. Awarding injunctive relief under 15 U.S.C. § 1051 *et seq.* restraining and enjoining Defendants and their agents, partners, servants, employees, officers, attorneys, managers, successors and assigns, and all persons acting in concert with or on behalf of Defendants, from:

a. using, imitating, copying, or making any other infringing use of the WORLD CHAMPIONSHIP Registrations, WORLD CHAMPIONSHIP Mark, the AMERICAN DANCE SPORT mark, and any other mark now or hereafter confusingly similar or identical thereto, including, but not limited to, Defendants' Infringing WORLD CHAMPIONSHIP Marks and the AMERICAN OPEN DANCESPORT CHAMPIONSHIP mark;

b. manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting, or displaying any goods or services under any simulation, reproduction, counterfeit, copy, or colorable imitation of the WORLD CHAMPIONSHIP Registrations, WORLD CHAMPIONSHIP Mark, and AMERICAN DANCE SPORT mark, including, but not limited to, Defendants' Infringing WORLD CHAMPIONSHIP Marks and the AMERICAN OPEN DANCESPORT CHAMPIONSHIP mark;

- c. using any false designation of origin or false description or statement which can or is likely to lead the trade or public or individuals erroneously to believe that any good or service has been provided, produced, distributed, offered for distribution, circulated, sold, offered for sale, imported, advertised, promoted, displayed, licensed, sponsored, approved, or authorized by or for Arthur Murray, when such is not true in fact;
- d. using any mark identical or confusingly similar to the WORLD CHAMPIONSHIP Registrations, WORLD CHAMPIONSHIP Mark, and AMERICAN DANCE SPORT mark, including, without limitation, Defendants' Infringing WORLD CHAMPIONSHIP Marks and the AMERICAN OPEN DANCESPORT CHAMPIONSHIP mark;
- e. engaging in any other activity constituting an infringement of the WORLD CHAMPIONSHIP Registrations, WORLD CHAMPIONSHIP Mark, and AMERICAN DANCE SPORT mark or of Arthur Murray's rights in, or right to use or to exploit, said marks; and
- f. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (e) above;

3. Ordering Defendants to hold in trust, as constructive trustees for the benefit of Arthur Murray, its profits obtained from its provision of Defendants' goods and services under Defendants' Infringing WORLD CHAMPIONSHIP Marks and the AMERICAN OPEN DANCESPORT CHAMPIONSHIP mark;

4. Ordering Defendants to provide Arthur Murray a full and complete accounting of all amounts due and owing to Arthur Murray as a result of Defendants' illegal activities;

5. Ordering Defendants to pay Arthur Murray damages and Defendants' profits pursuant to 15 U.S.C. § 1117(a) for Defendants' willful violation of the WORLD CHAMPIONSHIP Registrations, WORLD CHAMPIONSHIP Mark, and AMERICAN DANCE SPORT mark;

6. Ordering Defendants to pay trebled damages for the damages sustained by Arthur Murray that are attributable to Defendants' willful and knowing infringement of Arthur Murray's federally-registered trademarks;

7. Ordering Defendants to pay to Arthur Murray both the costs of this action and the reasonable attorneys' fees incurred in prosecuting this action; and

8. Granting Arthur Murray such other and additional relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Arthur Murray International, Inc. hereby demands a jury trial on all issues so triable of right.

Dated: December 16, 2021

/s/ Jennifer Librach Nall

Jennifer Librach Nall (Texas Bar No.
24061613)

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