

1 GRODSKY & OLECKI LLP
ALLEN B. GRODSKY (SBN 111064)
2 allen@thegolawfirm.com
TIM B. HENDERSON (SBN 281159)
3 tim@thegolawfirm.com
2001 Wilshire Blvd., Ste. 210
4 Santa Monica, California 90403
310.315.3009 (phone)
5 310.315.1557 (fax)

6 Attorneys for Plaintiff Jason Mraz

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

UNITED STATES DISTRICT COURT
IN AND FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

JASON MRAZ, individually and doing
business as GOO EYED MUSIC,

Plaintiff,

v.

MILLERCOORS LLC, a Delaware limited
liability company, and MILLERCOORS
USA LLC, a Delaware limited liability
company,

Defendants.

) Case No. 2:19-cv-10289

) **COMPLAINT FOR COPYRIGHT**
) **INFRINGEMENT, VIOLATION**
) **OF THE LANHAM ACT § 43(a);**
) **VIOLATION OF COMMON LAW**
) **RIGHT OF PUBLICITY;**
) **VIOLATION OF CALIFORNIA**
) **CIVIL CODE § 3344,**
) **VIOLATION OF BUSINESS &**
) **PROFESSIONS CODE § 17200**

) **DEMAND FOR JURY TRIAL**

Plaintiff Jason Mraz, individually and doing business as Goo Eyed Music, as
and for his Complaint against MillerCoors LLC, a Delaware Limited Liability
Company and MillerCoors USA LLC, a Delaware Limited Liability Company, alleges
as follows:

1 **INTRODUCTION**

2 1. Plaintiff Jason Mraz is a Grammy award winning singer-songwriter and
3 performer who authored the heartfelt love song I’M YOURS. Mraz’s performance of
4 I’M YOURS became an iconic worldwide hit that is one of the best-selling digital
5 songs of all time in the United States, selling over 6 million downloads in the United
6 States and 12.2 million downloads worldwide. I’M YOURS is also widely performed
7 at weddings and anniversaries.

8 2. Due to the family friendly nature of the song, Mraz has never licensed the
9 composition for use by alcohol companies or other adult-oriented products and would
10 never do so.

11 3. Though it had no permission to do so and never even asked for such
12 permission, Defendants MillerCoors LLC and MillerCoors USA LLC wrongfully
13 misappropriated the composition as well as Mraz’s voice and image, in an Instagram
14 advertisement promoting Coors Light beer. Mraz brings this suit to recover the
15 substantial damage caused by Defendants’ unlawful use of his composition and his
16 image.

17
18 **JURISDICTION AND VENUE**

19 4. This action arises under the copyright laws of the United States,
20 specifically, 17 U.S.C. § 101 et seq., and the Lanham Act, 15 U.S.C. § 1125(a).

21 5. This Court therefore has subject matter jurisdiction over these claims as
22 federal questions pursuant to 28 U.S.C. § 1331 and 28 U.S.C. §§ 1338(a) and (b), and
23 supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

24 6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) and
25 § 1400(a).

26
27 **THE PARTIES**

28 7. Mraz is a Grammy award winning singer-songwriter who resides in the

1 State of California.

2 8. Plaintiff is informed and believes, and thereon alleges, that MillerCoors
3 LLC is a Delaware Limited Liability Company with its principal places of business in
4 Denver, Colorado and Chicago, Illinois.

5 9. Plaintiff is informed and believes, and thereon alleges, that MillerCoors
6 USA LLC is a Delaware Limited Liability Company with its principal places of
7 business in Denver, Colorado and Chicago, Illinois.

8

9

MRAZ’S COPYRIGHTED COMPOSITION

10 10. In or around 2004, Mraz authored the musical composition I’M YOURS.
11 I’M YOURS is original to Mraz and is copyrightable subject matter under United
12 States law.

13 11. I’M YOURS was nominated for the Best Song Grammy Award in 2009.
14 It has sold more than 10,000,000 units in the United States and was certified
15 “Diamond.” The song broke records by spending 76 weeks on Billboard’s Hot 100
16 chart and it is the only track to reach No. 1 on each of the following four radio-based
17 charts: Mainstream Top 40/Pop Songs, Adult Contemporary, Adult Top 40, and Triple
18 A.

19 12. In or around 2008, Mraz registered I’M YOURS with the United States
20 Copyright office and received registration no. PA0001679602.

21 13. Mraz is the owner of all right, title and interest in and to the foregoing
22 copyright and, as such, possesses the exclusive right, among other things, to reproduce
23 the musical composition in copies or phonorecords, to adapt the musical composition,
24 to distribute copies or phonorecords of the musical composition, and to perform the
25 musical composition publicly and to license others to do so.

26 14. At no time has Mraz authorized Defendants, or any of them, to reproduce,
27 distribute, perform, create derivative works based on, or otherwise exploit all or any
28 portion of I’M YOURS.

1 acts of infringement are willful, in disregard of and with indifference to the rights of
2 Mraz.

3 21. As a direct and proximate result of the infringement by Defendants, Mraz
4 is entitled to damages and to Defendants' profits in amounts to be proven at trial.
5 Alternatively, Mraz is entitled to maximum statutory damages of \$150,000 for each
6 copyright infringed, or in such other amount as may be proper under 17 U.S.C. §
7 504(c).

8 22. Mraz is further entitled to his attorney's fees and costs pursuant to 17
9 U.S.C. § 505.

10 23. As a result of Defendants' acts and conduct, Mraz has sustained and will
11 continue to sustain substantial, immediate, and irreparable injury for which there is no
12 adequate remedy at law. Mraz is informed and believes, and on that basis alleges, that
13 unless enjoined and restrained by the Court, Defendants will continue to infringe
14 Mraz's rights in I'M YOURS. Mraz is entitled to preliminary and permanent
15 injunctive relief to restrain and enjoin Defendants' continuing infringing conduct.

16

17

SECOND CLAIM FOR RELIEF

18

For Violation of the Lanham Act

19

[By Mraz Against All Defendants]

20

21 24. Plaintiff incorporates by reference each and every allegation in
22 Paragraphs 1 through 17, inclusive.

22

23 25. Plaintiff is informed and believes, and thereon alleges, that Defendants'
24 use, and continuing use, in interstate commerce of Mraz's image in connection with
25 Infringing Advertisement, constitutes a violation of 15 U.S.C. §1125(a), in that it
26 creates a false designation of origin as to the goods and services advertised,
27 distributed, offered, and provided by Defendants, which is likely to confuse, mislead,
28 or deceive the consuming public and trade by creating the false impression that
Defendants and their products were approved, sponsored, endorsed, guaranteed by,

1 and/or are in some way affiliated with Mraz.

2 26. Pursuant to 15 U.S.C. § 1117, Mraz is entitled to recovery of his general
3 and special damages, an accounting of and constructive trust to Defendants' profits
4 resulting from the wrongful conduct herein alleged, additional damages in an amount
5 not to exceed treble the amount of the foregoing, and injunctive relief preventing
6 further violations of the Lanham Act by Defendants.

7 27. This is an "exceptional" case within the meaning of Lanham Act § 35,15
8 U.S.C. § 1117, and Plaintiff is, accordingly, entitled to recovery of Plaintiff's
9 reasonable attorney's fees incurred herein.

10 28. Plaintiff is informed and believes, and thereon alleges, that Defendants'
11 actions have been fraudulent, knowing, willful, and wanton, entitling Plaintiff to
12 damages, treble damages, profits, attorney's fees, and the costs of this action.

13
14 **THIRD CLAIM FOR RELIEF**

15 **For Violation of Common Law Right of Publicity**

16 **[By Mraz Against All Defendants]**

17 29. Plaintiff incorporates by reference each and every allegation in
18 Paragraphs 1 through 17, inclusive.

19 30. Defendants used Mraz's image in the Infringing Video without Mraz's
20 permission.

21 31. Plaintiff is informed and believes, and on thereon alleges, that Defendants
22 gained a commercial benefit by using Mraz's image and identity, and implying an
23 association between Mraz, on the one hand, and Defendants and their products, on the
24 other hand.

25 32. By reason of the foregoing, Mraz has been injured in an amount not yet
26 fully ascertained, according to proof at trial. In addition, as a result of Defendants'
27 violations of the common law right of publicity, Plaintiffs have suffered, and continue
28 to suffer, irreparable harm, and Plaintiffs' have no adequate remedy at law with respect

1 to this injury.

2 33. Plaintiff is informed and believes, and thereon alleges, that Defendants'
3 actions have been fraudulent, knowing, willful, and wanton, entitling Plaintiff to
4 damages, treble damages, profits, attorney's fees, and the costs of this action.

5

6

FOURTH CLAIM FOR RELIEF

7

For Violation of California Civil Code § 3344

8

[By Mraz Against All Defendants]

9 34. Plaintiff incorporates by reference each and every allegation in
10 Paragraphs 1 through 17, inclusive.

11 35. Plaintiff is informed and believes, and thereon alleges, that Defendants
12 have knowingly used Mraz's image to advertise or sell products offered by
13 Defendants.

14 36. Defendants did not have Mraz's permission to use Mraz's image.

15 37. Defendants' use of Mraz's image were directly connected to Defendants'
16 commercial activities and the advertisements of same, as to constitute use for the
17 purpose of advertising, selling or soliciting purchases of product, merchandise, goods
18 or services of Defendants.

19 38. Mraz has been damaged and will continue to be damaged by Defendants'
20 unauthorized use of Mraz's image in an amount according to proof, including statutory
21 damages under California Civil Code § 3344, or Mraz's actual damages, whichever are
22 greater, plus Mraz's profits from Defendants' unauthorized use of Mraz's voice and
23 image.

24 39. Plaintiff is informed and believes, and thereon alleges, that Defendants'
25 actions have been fraudulent, knowing, willful, and wanton, entitling Plaintiff to
26 damages, treble damages, profits, attorney's fees, and the costs of this action.

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTH CLAIM FOR RELIEF

For Violation of California Business & Professions Code § 17200

[By Mraz Against All Defendants]

40. Plaintiff incorporates by reference each and every allegation in Paragraphs 1 through 17, inclusive.

41. Defendants’ conduct, as described above, is an unlawful, unfair and deceptive business practice within the meaning of California Business and Professions Code section 17200, et seq.

42. Plaintiff is entitled to injunctive and restitutionary relief.

WHEREFORE Plaintiff prays for relief as follows:

1. For Defendants’ profits and for damages in such amount as may be determined; alternatively, for maximum statutory damages in the amount of \$150,000 per infringement pursuant to 17 U.S.C. § 504(c);
2. For Defendants’ profits and for damages according to proof pursuant to 15 U.S.C. § 1125(a);
3. For statutory damages under California Civil Code § 3344, or Mraz’s actual damages, whichever are greater, plus Mraz’s profits from Defendants’ unauthorized use of Mraz’s image;
4. For restitution under California Business & Professions Code § 17200;
5. For a preliminary and permanent injunction restraining Defendants, its agents, servants, employees, and all other persons acting in concert or in participation with them from continued infringement of I’M YOURS and from use of Mraz’s image;
6. For attorney’s fees;
7. For costs of suit incurred herein; and
8. For all other and further relief that the Court deems just and proper.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: December 4, 2019

GRODSKY & OLECKI LLP
Allen B. Grodsky
Tim B. Henderson

By /s/ Tim B. Henderson
Tim B. Henderson

Attorneys for Plaintiff Jason Mraz

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury of this matter.

Dated: December 4, 2019

GRODSKY & OLECKI LLP
Allen B. Grodsky
Tim B. Henderson

By /s/ Tim B. Henderson
Tim B. Henderson

Attorneys for Plaintiff Jason Mraz