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13 *Attorneys for Plaintiff*  
14 Slep-Tone Entertainment Corporation

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17  
18 **UNITED STATES DISTRICT COURT**  
19 **DISTRICT OF NEVADA**

20 **SLEP-TONE ENTERTAINMENT**  
21 **CORPORATION,**  
22 **Plaintiff,**

23 v.

24 **TARA KING d/b/a DJ TARA KING**  
25 **PRODUCTIONS,**  
26 **Defendant.**

27 Case No.: 2:13cv352  
28 **COMPLAINT**

1 The Plaintiff, SLEP-TONE ENTERTAINMENT CORPORATION (“Slep-  
2 Tone”), by its undersigned counsel, complains of the Defendant, TARA KING  
3 (“King”), and for its complaint alleges as follows:  
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12 **THE PARTIES**

13 1. Slep-Tone is a North Carolina business corporation having its  
14 principal place of business in Charlotte, North Carolina.

15 2. King is a natural person and resident of the State of Nevada who does  
16 business as “DJ Tara King Productions.”

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1 **JURISDICTION AND VENUE**

2 3. This is an action arising in part under the Trademark Act of 1946, 15  
3 U.S.C. § 1051 *et seq.* This Court has jurisdiction over the subject matter of this  
4 action pursuant to 28 U.S.C. § 1331, in that this is a civil action arising under the  
5 laws of the United States. This Court also has jurisdiction pursuant to 28 U.S.C. §  
6 1338(a), in that this action arises under an Act of Congress relating to trademarks,  
7 and, as to the unfair competition claim, pursuant to 28 U.S.C. § 1338(b), in that the  
8 claim is joined with a substantial and related claim under the trademark laws of the  
9 United States.

10 4. Venue is proper in this District and Division because the Defendant  
11 resides in this District and Division and because a substantial part of the events or  
12 omissions giving rise to the claims occurred in this District and Division.

13 **RELATED CASE**

14 5. This action was originally commenced as part of *Slep-Tone*  
15 *Entertainment Corporation v. Ellis Island Casino & Brewery et al.*, No.  
16 2:12cv239-KJD-NJK. An order from that case that is pertinent to this case is  
17 attached hereto as Exhibit A.  
18

19 **BACKGROUND FACTS**

20 6. Slep-Tone is the manufacturer and distributor of karaoke  
21 accompaniment tracks sold under the trademark SOUND CHOICE.  
22

23 7. Slep-Tone is recognized as a leading producer of high-quality karaoke  
24 accompaniment tracks and has invested more than \$18 million to re-record and  
25 replicate the authentic sound of approximately 18,000 popular songs across  
26 different eras and genres of music.

27 8. Slep-Tone's dedication to producing music of the highest quality and  
28 the most authentic character led to its SOUND CHOICE label being the most

1 recognizable and sought-after in the industry.

2 9. Throughout its history, Slep-Tone has released its products for  
3 commercial use exclusively on physical media—initially, cassette tapes, then  
4 compact discs beginning in approximately 1994.

5 10. Originally, Slep-Tone’s compact discs contained karaoke tracks  
6 encoded in a special format known as “CD+G,” or “compact disc [audio] plus  
7 graphics,” that allows for synchronized playback of audio and video suitable for  
8 prompting singers with lyrics cues.

9 11. CD+G discs required special players that were capable of decoding  
10 the CD+G format.

11 12. More recently, computer technology that allows the karaoke tracks  
12 stored on compact discs in CD+G format to be decoded and “ripped” (copied) to a  
13 computer hard drive has arisen and become widely available.

14 13. Copies of karaoke tracks stored on media other than the original  
15 compact discs are referred to as “media-shifted copies” because they have been  
16 duplicated from the original media and written to non-original media.

17 14. Media-shifting also frequently involves format-shifting, the  
18 conversion from the original format (such as CD+G) to another format (such as  
19 MP3+G or WAV+G).

20 15. As the price of computer hard drives of ever-larger size has fallen,  
21 professional users now have the technical ability to store a large number of karaoke  
22 accompaniment tracks on hard drives for convenient transport to their karaoke  
23 shows, without also carrying large numbers of compact discs.

24 16. As a result, most professional karaoke operators have shifted to the  
25 use of ripped karaoke tracks stored on computer media such as hard drives as a  
26 matter of convenience.

27 17. However, the same technology is capable of being used not only for  
28 convenience but also to allow—on a technical level—the operator to use more

1 music than he or she has paid for and, in some cases, to avoid paying for music at  
2 all.

3 18. Karaoke operators have used the available technology to copy one  
4 purchased disc to two or more computer systems for simultaneous use; to copy  
5 their patrons' discs to the operator's computer hard drive at a show; to "swap"  
6 song files with other operators; to obtain and share karaoke tracks via file-sharing  
7 sites and torrents; to purchase computer hard drives that were pre-loaded with  
8 copies of karaoke tracks; and to sell off their original media in the secondary  
9 market once they have ripped those media to a hard drive.

10 19. The foregoing activities nearly drove Slep-Tone out of business  
11 because it became relatively easy to obtain, free or at a nominal cost, illicit copies  
12 of products that would cost tens of thousands of dollars if purchased at retail.

13 20. Historically, Slep-Tone opposed the shifting of SOUND CHOICE  
14 karaoke tracks to alternative media, warning purchasers of CD+G discs that  
15 unauthorized copying was a violation of applicable laws.

16 21. More recently, however, Slep-Tone established a media-shifting  
17 policy ("MSP") that imposes mandatory rules for karaoke operators who use  
18 media-shifted copies of SOUND CHOICE karaoke tracks to provide commercial  
19 karaoke services.

20 22. Briefly stated, the MSP requires compliance with four conditions: (a)  
21 1:1 ("one-to-one") correspondence, meaning that for every media-shifted SOUND  
22 CHOICE karaoke track on a given medium such as a computer hard drive, the  
23 operator owns and maintains possession of a lawful original SOUND CHOICE  
24 karaoke track on its original medium, on a one-copy-for-one-original basis; (b) that  
25 the original media that form the basis for 1:1 correspondence are placed "on the  
26 shelf," i.e., not used for any purpose at all; (c) that the operator notify Slep-Tone  
27 that he or she has media-shifted karaoke tracks; and (d) that the operator submit to  
28 and be certified as having passed an audit of the operator's systems to verify

1 complete compliance with the MSP.

2 23. The basis of Slep-Tone’s authority to require compliance with the  
3 MSP is its right to control the commercial use of its federally registered trademarks  
4 and, as to some tracks, its ownership of copyright in the synchronized audiovisual  
5 words represented by and in the sound recordings associated with those tracks.

6 24. If an operator complies with all four conditions of the MSP, then that  
7 operator is granted permission from Slep-Tone, co-extensive only with Slep-  
8 Tone’s rights in the subject matter, to use the media-shifted copies to provide  
9 commercial karaoke services.

10 25. If an operator fails to comply with any of the conditions of the MSP,  
11 then none of the media-shifting the operator has conducted is permitted,  
12 authorized, or tolerated by Slep-Tone.

13  
14 **THE RIGHTS OF THE PLAINTIFF**

15 26. Plaintiff Slep-Tone is the owner of U.S. Trademark Registrations No.  
16 1,923,448 and No. 4,099,045, both for the trademark SOUND CHOICE.

17 27. Plaintiff Slep-Tone is also the owner of U.S. Trademark Registrations  
18 No. 2,000,725 and No. 4,099,052, both for a display trademark as follows:



23 28. Slep-Tone has, for the entire time its marks (“the Sound Choice  
24 Marks”) have been federally registered, provided the public, including the  
25 Defendant, with notice of those federal registrations at least through the use of the  
26 symbol ® with its marks as used.

27 29. Principally, the Sound Choice Marks are indicators of Slep-Tone as  
28 the origin of karaoke accompaniment tracks, meaning that those marks indicate

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1 that the tracks to which they are applied were made and distributed by Slep-Tone  
2 or at its direction and under its control.

3  
4 **ACTIVITIES OF THE DEFENDANT**

5 30. King is a karaoke operator who provides karaoke services to various  
6 venues in the Las Vegas area.

7 31. King has claimed that she once owned a substantial number of  
8 original SOUND CHOICE-branded media.

9 32. However, more than 10 years ago, as part of her conversion to use of a  
10 computer system to provide karaoke services, Defendant King claims that she sold  
11 her original SOUND CHOICE-branded media.

12 33. Slep-Tone has been informed by King and believes that she no longer  
13 owns any original SOUND CHOICE-branded media.

14 34. King is in possession of karaoke accompaniment tracks that are  
15 marked with the Sound Choice Marks.

16 35. King has used and uses those karaoke accompaniment tracks to  
17 provide commercial karaoke services to her customers and patrons.

18 36. King, or someone at her direction, made the karaoke accompaniment  
19 tracks she possesses by causing a computer to duplicate the encoded tracks stored  
20 on original compact discs.

21 37. As such, King is the “origin” of those tracks for purposes of the  
22 Trademark Act.

23 38. The tracks bear the Sound Choice Marks, indicating Slep-Tone, not  
24 King, as the origin of the tracks.

25 39. Slep-Tone did not authorize, cause, control, or even know about the  
26 creation of the tracks in King’s possession.

27 40. Slep-Tone did not authorize King to create karaoke accompaniment  
28 tracks bearing the Sound Choice Marks.

1 41. As such, the placement of the Sound Choice Marks upon King's  
2 tracks is a false designation of origin.

3 42. King's tracks are also counterfeits of genuine SOUND CHOICE-  
4 branded tracks.

5 43. A customer or patron of King, when confronted with the display of  
6 the Sound Choice Marks at one of her shows, is likely to be confused into  
7 believing, falsely, that Slep-Tone created the tracks in use or authorized their  
8 creation.

9 44. King's use of these counterfeit tracks is commercial in nature because  
10 she is paid to provide access to and play these counterfeit tracks at karaoke shows.

11 45. Additionally, even if the counterfeit tracks are not played at a show,  
12 the act of making those tracks available for play at a show is a commercial act that  
13 inures to King's benefit.

14 46. King's piracy of accompaniment tracks is not limited to Slep-Tone's  
15 tracks, but extends to the piracy of numerous other manufacturers' tracks as well,  
16 on the same terms as above.

17 47. Any rights, privileges, or defenses that King may have had by virtue  
18 of her purchase—if any—of original SOUND CHOICE media were forfeited by  
19 her sale of those media in the secondary market.

20 48. King was warned and knew, or should have known under the  
21 circumstances, that by selling her original compact discs in the secondary market,  
22 she was converting her business into a pirate operation.

23  
24 **DAMAGES**

25 49. King's unauthorized use of the Sound Choice Marks has damaged  
26 Slep-Tone.

27 50. King has caused financial damage to Slep-Tone in an undetermined  
28 amount believed to be at least \$25,000 by virtue of her having used counterfeit

1 SOUND CHOICE-branded karaoke tracks to provide commercial karaoke  
2 services, based upon her foregone purchase of original media.

3 51. King has also enjoyed years of revenues attributable in substantial part  
4 to her use of counterfeit SOUND CHOICE-branded karaoke tracks to provide  
5 karaoke services for money.

6 52. King's illicit activities also allowed her to compete unfairly against  
7 Slep-Tone's legitimate customers by lowering her cost of doing business through  
8 piracy of her music materials.

9 53. Those illicit activities exerted illegitimate and unfair pressure upon  
10 the market for karaoke services in this area by helping to crowd higher-cost but  
11 legitimate operators out of the market. Such acts deprived Slep-Tone of revenue  
12 by discouraging legitimate operators from investing in legitimate SOUND  
13 CHOICE-branded products.

14  
15 **FIRST CLAIM FOR RELIEF**  
16 **TRADEMARK AND/OR TRADE DRESS INFRINGEMENT**

17 54. King used and knowingly directly benefited from the use of a  
18 reproduction, counterfeit, or copy of the Sound Choice Marks in connection with  
19 the provision of services including karaoke services, by manufacturing or acquiring  
20 the reproduction, counterfeit, or copy of the Sound Choice Marks and by  
21 displaying, making available, and using the reproduction, counterfeit, or copy of  
22 the Sound Choice Marks during the provision of those services.

23 55. King's use of the Sound Choice Marks was "in commerce" within the  
24 meaning of the Trademark Act of 1946 as amended.

25 56. Slep-Tone did not license King to manufacture or acquire  
26 reproductions, counterfeits, or copies, or to use the Sound Choice Marks in  
27 connection with the provision of her services.

28 57. King's use of the Sound Choice Marks is likely to cause confusion, or



1 to cause mistake, or to deceive her customers and patrons into believing that her  
2 services are being provided with the authorization of Slep-Tone and that her music  
3 library or libraries contain bona fide Sound Choice accompaniment tracks.

4 58. King's acts were willful, knowing, and intentional.

5 59. Slep-Tone has been damaged by King's infringing activities.

6 60. Unless enjoined by the Court, King's infringing activities as described  
7 above will continue unabated and will continue to cause harm to Slep-Tone.

8  
9 **SECOND CLAIM FOR RELIEF**  
**UNFAIR COMPETITION UNDER 15 U.S.C. § 1125(a)**

10 61. On each occasion when she caused a Slep-Tone accompaniment track  
11 to be played during a karaoke show, King displayed the Sound Choice Marks in  
12 connection with her karaoke services.

13 62. The display of the Sound Choice Marks is likely to cause confusion,  
14 or to cause mistake, or to deceive those present during the display, in that those  
15 present are likely to be deceived into believing, falsely, that Slep-Tone sponsored  
16 or approved King's services and commercial activities.

17 63. The display of the Sound Choice Marks is also likely to cause  
18 confusion, or to cause mistake, or to deceive those present during the display, in  
19 that those present are likely to be deceived into believing, falsely, that Slep-Tone,  
20 and not King, is the origin of the works being performed.

21 64. King's use of Slep-Tone's marks in this fashion or in a more  
22 appropriate fashion would have inured to the benefit of Slep-Tone if King had  
23 legitimately acquired and maintained bona fide original media instead of  
24 counterfeiting them or acquiring counterfeit copies.

25 65. Slep-Tone has has been damaged by the Defendants' uses.

26 66. On each occasion when she caused an accompaniment track pirated  
27 from a manufacturer other than Slep-Tone to be played during a karaoke show,  
28 King displayed the words, names, and symbols of the other manufacturer in

1 connection with her karaoke services.

2 67. Upon information and belief, King's use of those words, names, and  
3 symbols falsely designates the other manufacturer as the origin of the pirated track,  
4 when in fact King is the origin of the pirated track.

5 68. The display of these false designations of origin is likely to cause  
6 confusion, or to cause mistake, or to deceive those present during the display, in  
7 that those present are likely to be deceived into believing, falsely, that the pirated  
8 tracks are legitimate, authorized, and authentic materials that King acquired and  
9 maintained in a legitimate manner.

10 69. The display of the false designations of origin is also likely to cause  
11 confusion, or to cause mistake, or to deceive those present during the display, in  
12 that those present are likely to be deceived into believing, falsely, that the works  
13 being performed were sold by those manufacturers and purchased and maintained  
14 by King.

15 70. King's use of the false designations of origin in this fashion damages  
16 Slep-Tone by enabling her to provide karaoke services at a lower cost than persons  
17 who acquire those materials legitimately, including Slep-Tone's legitimate  
18 customers.

19 71. The consequential denial of revenue from a legitimate market for  
20 Slep-Tone's customers' services prevents Slep-Tone's customers from making  
21 purchases of material from Slep-Tone and is thus a denial of revenue to Slep-Tone.

22 72. Because Slep-Tone has been denied this revenue, it has been damaged  
23 by King's false designations of origin relating to other manufacturers.

24 73. Unless enjoined by the Court, King's unfair competition activities as  
25 described above will continue unabated and will continue to cause harm to Slep-  
26 Tone.

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28 ///

**PRAYER FOR RELIEF**

1  
2 WHEREFORE, Plaintiff Slep-Tone prays for judgment against King, and  
3 that the Court:

4 A. Find that King has committed acts of infringement, including but not  
5 limited to counterfeiting, of the federally registered Sound Choice Marks;

6 B. Find that King has engaged in unfair competition detrimental to Slep-  
7 Tone in violation of 15 U.S.C. § 1125(a);

8 C. Enter judgment against King and in favor of Slep-Tone on all  
9 applicable counts;

10 D. Find that King’s activities were in all respects conducted willfully and  
11 for profit;

12 E. Award to Slep-Tone King’s profits and the damages sustained by  
13 Slep-Tone because of King’s conduct in infringing the Sound Choice Marks, or, in  
14 the alternative, statutory damages per trademark infringed by counterfeiting, and in  
15 any event in an amount not less than \$25,000 for each karaoke system operated by  
16 King;

17 F. Award to Slep-Tone treble, punitive, or otherwise enhanced damages,  
18 as available, for King’s acts of willful infringement;

19 G. Order all computer disks, drives, or other media belonging to King,  
20 which media contain counterfeits of Slep-Tone’s marks or trade dress, or of marks  
21 belonging to other manufacturers, to be delivered up for destruction;

22 H. Grant Slep-Tone preliminary and permanent injunctive relief against  
23 further infringement of its marks by King;

24 I. Grant Slep-Tone preliminary and permanent injunctive relief against  
25 further false designations of origin by King with respect to words, names, and  
26 symbols associated with other manufacturers;

27 J. Award Slep-Tone its costs of suit and attorney’s fees, to the extent not  
28 awarded above; and

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1 K. Grant Slep-Tone such other and further relief as justice may require.  
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3

4 Respectfully submitted this the 1st day of March, 2013.  
5

6 **HARRINGTON LAW, P.C.**

7 By:  /s/  
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**CERTIFICATE OF SERVICE**

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The undersigned hereby certifies that the foregoing paper is being served on the date indicated below by depositing a copy thereof as First Class Mail, postage prepaid, addressed as follows:

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/s/ \_\_\_\_\_  
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