

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

FELD ENTERTAINMENT, INC. AND  
RINGLING BROS.-BARNUM &  
BAILEY COMBINED SHOWS, INC.,

Plaintiff,

vs.

CASE NO.

ROBERT JAMES RITCHIE  
(PKA KID ROCK); AND LIVE NATION  
ENTERTAINMENT, INC.

Defendants.

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**COMPLAINT AND DEMAND FOR JURY TRIAL**  
**(Injunctive Relief Requested)**

1. Plaintiffs, Feld Entertainment, Inc. (“Feld Ent.”) and Ringling Bros.-Barnum & Bailey Combined Shows, Inc. (“Combined Shows”) (collectively referred to herein as “RINGLING BROS.” or “Plaintiffs”), for their Complaint against Defendants Robert James Ritchie, (professionally known as “Kid Rock”) and Live Nation Entertainment, Inc. (“Live Nation”) (referred to herein each as “Defendant” or collectively, as “Defendants”), state as follows:

**PARTIES**

2. Plaintiff Feld Ent. is a corporation duly organized and existing under the laws of the State of Delaware, headquartered and doing business at 800 Feld Way, Ellenton, FL 34221. Feld Ent. and its predecessors have been the producer and presenter of RINGLING BROS. AND BARNUM & BAILEY CIRCUS (the “RINGLING BROS. CIRCUS” or “CIRCUS”) for over a century.

3. Plaintiff Combined Shows is a corporation duly organized and existing under the laws of the State of Delaware, with an office located at 8607 Westwood Center Drive, Vienna, Virginia 22182. Combined Shows is the owner of various trademarks including, *inter alia*, THE GREATEST SHOW ON EARTH.

4. Defendant Robert James Ritchie, p/k/a Kid Rock, is an individual having a correspondence address of P.O. Box 3876, Tequesta, Florida 33469 and upon information and belief, owns a residence at 11 Ocean Drive, Jupiter, Florida 33496. Kid Rock is the headlining musical performer in the “Greatest Show on Earth 2018” tour, scheduled to perform in approximately twenty-one (21) cities across the United States, and who regularly performs in Florida including in the Middle District of Florida.

5. Upon information and belief, Defendant Live Nation Entertainment (“Live Nation”) is a corporation organized and existing under the laws of the State of Delaware, having an office and principal place of business located at 9348 Civic Center Drive, Beverly Hills, California 90210-3624. Live Nation is the producer, promotor, and booking and ticket sales company for the Greatest Show on Earth 2018 tour of Kid Rock. Upon information and belief, Live Nation and Ticketmaster merged and became Live Nation Entertainment, one of the Defendants herein. Live Nation does business throughout the United States, including in the State of Florida and in the Middle District of Florida.

6. Upon information and belief, one or more of the Defendants also own and operate websites located at the URLs [www.kidrock.com](http://www.kidrock.com), [www.livenation.com](http://www.livenation.com) and [www.ticketmaster.com](http://www.ticketmaster.com), which are accessible in the State of Florida (including this district) and through which Florida State residents can purchase tickets to Kid Rock concerts

including the Greatest Show on Earth 2018 Tour and products related to the same. Upon information and belief, kidrock.com is registered by Perfect Privacy, LLC of Jacksonville, FL.

7. Upon information and belief and as alleged herein, each of the Defendants has knowledge of, has directed to commit, and/or has personally committed, the tortious acts of trademark infringement, unfair competition, dilution, and deceptive and unfair trade practices complained of in this Complaint.

#### **JURISDICTION AND VENUE**

8. This Court has jurisdiction under Section 39 of the Lanham Act, 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338(a) and (b). The Court has supplemental jurisdiction over the claims herein which arise under State statutory and common law under 28 U.S.C. § 1367(a), because the State law claims are also related to the Federal claims such that they form part of the same case or controversy.

9. Personal jurisdiction over Defendants is based on their (i) operating, conducting, engaging in and carrying on business within the State of Florida; (ii) commission of tortious acts within the State of Florida; and (iii) causing injury to residents of Florida through likelihood of confusion.

10. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 28 U.S.C. § 89(b) because Defendants regularly conduct business in this District, and because a substantial part of the acts or omissions giving rise to the claims asserted herein occurred in this District.

**RINGLING BROS. REGISTERED MARKS**

11. Combined Shows is the owner of U.S. Trademark Registration No. 1,363,330 duly issued by the United States Patent and Trademark Office on October 1, 1985, for the trademark THE GREATEST SHOW ON EARTH for program books in Class 16. The registration is valid, presently subsisting, incontestable and in full force and effect. A copy of Registration No. 1,363,330 is annexed hereto as Exhibit 1 and made a part hereof.

12. Combined Shows is the owner of U.S. Trademark Registration No. 1,363,568 duly issued by the United States Patent and Trademark Office on October 1, 1985, for the trademark THE GREATEST SHOW ON EARTH & DESIGN for toy stuffed animals in Class 28. The registration is valid, presently subsisting, incontestable and in full force and effect. A copy of Registration No. 1,363,568 is annexed hereto as Exhibit 2 and made a part hereof.

13. Combined Shows is the owner of U.S. Trademark Registration No. 1,366,779 duly issued by the United States Patent and Trademark Office on October 22, 1985, for the trademark THE GREATEST SHOW ON EARTH & DESIGN for t-shirts in Class 25. The registration is valid, presently subsisting, incontestable and in full force and effect. A copy of Registration No. 1,366,779 is annexed hereto as Exhibit 3 and made a part hereof.

14. Combined Shows is the owner of U.S. Trademark Registration No. 2,185,161 duly issued by the United States Patent and Trademark Office on August 25, 1998, for the trademark THE GREATEST SHOW ON EARTH for providing an interactive on-line data base in the fields of entertainment, education, historical and biographical information regarding a specific circus, performers, animals and other circus-related information in Class

41. The registration is valid, presently subsisting, incontestable and in full force and effect. A copy of Registration No. 2,185,161 is annexed hereto as Exhibit 4 and made a part hereof.

15. Combined Shows is the owner of U.S. Trademark Registration No. 2,380,169 duly issued by the United States Patent and Trademark Office on August 29, 2000, for the trademark THE GREATEST SHOW ON EARTH for electronic on-line retailing in the field of merchandise related to a specific circus in Class 35 and providing an interactive on-line data base in the fields of entertainment, education, historical and biographical information regarding a specific circus, performers, animals and other circus-related information in Class 41. The registration is valid, presently subsisting, incontestable and in full force and effect. A copy of Registration No. 2,380,169 is annexed hereto as Exhibit 5 and made a part hereof.

16. Combined Shows is the owner of U.S. Trademark Registration No. 2,511,740 duly issued by the United States Patent and Trademark Office on November 27, 2001, for the trademark THE GREATEST SHOW ON EARTH RINGLING BROS. AND BARNUM & BAILEY & DESIGN for, *inter alia*, paper goods and printed matter, namely programs, posters and paper containers in Class 16; clothing, namely hats, shirts and jackets in Class 25; toys, namely plush, dolls and hand held toys for creating illumination in Class 28; and educational and entertainment services in the form of a particular circus and on-line data base services in the fields of entertainment, education, historical and biographical information regarding a specific circus, performers, animals and other circus-related information in Class 41. The registration is valid, presently subsisting, incontestable and in full force and effect. A copy of Registration No. 2,511,740 is annexed hereto as Exhibit 6 and made a part hereof.

17. Combined Shows is the owner of U.S. Trademark Registration No. 3,015,685 duly issued by the United States Patent and Trademark Office on November 29, 2005, for the trademark THE GREATEST SHOW ON EARTH for entertainment services in the form of a circus in Class 41. The registration is valid, presently subsisting, incontestable and in full force and effect. A copy of Registration No. 3,015,685 is annexed hereto as Exhibit 7 and made a part hereof.

18. Combined Shows is the owner of U.S. Trademark Registration No. 3,020,576 duly issued by the United States Patent and Trademark Office on November 29, 2005, for the trademark THE GREATEST SHOW ON EARTH & DESIGN for entertainment services in the form of a circus in Class 41. The registration is valid, presently subsisting, incontestable and in full force and effect. A copy of Registration No. 3,020,576 is annexed hereto as Exhibit 8 and made a part hereof.

19. RINGLING BROS. and its predecessors-in-interest have used and have been associated with the mark THE GREATEST SHOW ON EARTH continuously for more than a century; THE GREATEST SHOW ON EARTH with the Globe Design since as early as 1933; and THE GREATEST SHOW ON EARTH RINGLING BROS. AND BARNUM & BAILEY in stylized letters with the Globe Design since as early as January 1978 (collectively referred to herein as the “RINGLING BROS.’ Marks” or the “Trademarks”). The Trademarks have been used to identify RINGLING BROS. and its CIRCUS in advertisements, on television, radio, print, on websites, in a motion picture and in promotional material therefor, and they are currently used on its website, as part of promotional materials and in connection with the sale of goods throughout the United States.

RINGLING BROS. has current licensees of the Trademarks, and RINGLING BROS. and its licensees are selling products bearing the Trademarks.

20. Combined Shows' current licensees of the mark THE GREATEST SHOW ON EARTH include: Primary Color for confections, snacks and different types of stationery; Sourcebooks for storybooks and personalized books; Micro Trains for N and Z scale non-electric trains; and Bachmann for complete and ready-to-run HO, G and O gauge electric train sets. In the past five years, Combined Shows has also licensed the mark THE GREATEST SHOW ON EARTH for the sale of other products including: paper products and novelty items, different types of food and drinks; tee shirts and sportswear; food preparation products such as popcorn poppers and ice cream makers; children's sunglasses; and wall calendars.

21. The services rendered under the Trademarks were provided throughout the United States, including in Florida. RINGLING BROS. CIRCUS appeared annually in major cities typically for one to two weeks at a time and in smaller cities typically for three or more days at a time. By way of example, from 2012-2016, approximately 1,000 performances were presented in approximately 80 cities per year, to an average of 3.76 million people annually.

22. Although RINGLING BROS. CIRCUS last performed its live show on May 21, 2017, RINGLING BROS. has never abandoned the use of the Trademarks and intends to continue and is continuing to use the trademark THE GREATEST SHOW ON EARTH for live performances and merchandise throughout the United States. One example of the continuing use of the trademark THE GREATEST SHOW ON EARTH is a current

broadcast agreement to air two programs related to RINGLING BROS. CIRCUS. The production work began last spring and is ongoing. The initial program airings are scheduled for May 2018 in the United States with rights granted for international distribution as well. As part of this agreement, rights to use THE GREATEST SHOW ON EARTH, rights to use footage from RINGLING BROS. CIRCUS and access to performers of RINGLING BROS. CIRCUS were granted. Other opportunities with others to grant rights to use THE GREATEST SHOW ON EARTH are under consideration.

23. The Trademarks are celebrated and valuable trademarks and service marks. Through various media, the trademark THE GREATEST SHOW ON EARTH is seen by millions of people each year. In an effort to promote its brand and related merchandise, RINGLING BROS. enters into joint promotions or sponsorships with retailers throughout the United States. The retailers, such as Chick-fil-A (national restaurant chain), Ingles Market (supermarket chain in six states), MetroPCS (telecommunications provider), Easterseals (non-profit), Gas South (natural gas utility) and Zaxby's (restaurant chain in seventeen states), pay for advertisements in consideration for the right to associate themselves with RINGLING BROS. and THE GREATEST SHOW ON EARTH mark. RINGLING BROS. has engaged in countless joint campaigns in many diverse markets. The joint promotions include the prominent display of the mark THE GREATEST SHOW ON EARTH, resulting in significant additional exposure of the mark to the public. RINGLING BROS. chooses carefully to whom it grants these joint promotions, based on the image of any potential joint promoter and the associations RINGLING BROS. wishes to create in the minds of its consumers. RINGLING BROS. also licenses its Trademarks, but only under strict quality



control provisions. RINGLING BROS. has a practice of not conducting joint promotions or entering into licensing agreements with companies or individuals who are involved in or promote violence, alcohol, illegal activities, sex or cigarettes. Moreover, unless authorized by RINGLING BROS., no variations of THE GREATEST SHOW ON EARTH are permitted.

24. There has been extensive publicity and promotion of RINGLING BROS. CIRCUS wherein the mark THE GREATEST SHOW ON EARTH was prominently used in conjunction with or as a substitute for the name RINGLING BROS. AND BARNUM & BAILEY. Such promotion and advertising includes websites, newspapers, magazines, radio, television, online, outdoor billboards and direct mail. RINGLING BROS. CIRCUS has been the subject of numerous books, radio and television features, as well as the major and award-winning motion picture production entitled “THE GREATEST SHOW ON EARTH,” each of which prominently features the mark THE GREATEST SHOW ON EARTH. The mark THE GREATEST SHOW ON EARTH has also been advertised and promoted by RINGLING BROS. through, *inter alia*, press kits, posters, program books, souvenirs, internet and joint promotions with other companies. Currently, the Trademarks are used on RINGLING BROS.’ website, as part of promotional materials, and by licenses in connection with the sale of goods throughout the United States.

25. RINGLING BROS. utilizes a number of techniques for prominently advertising and promoting the Trademarks. These techniques have a direct impact on the consumer and are intended to bring these Trademarks to the attention of the consumer. Such advertising and promotion, in addition to the foregoing, have included “e buzz” via electronic

communication, announcements to the press, posters, program books, souvenirs and joint promotions with other companies. Feld Ent. also maintains websites at [www.ringling.com](http://www.ringling.com) and [www.ringlingonline.com](http://www.ringlingonline.com), which has advertised the CIRCUS and continues to sell merchandise related to the CIRCUS. A copy of a page from the [www.ringlingonlinestore.com](http://www.ringlingonlinestore.com) website is annexed hereto as Exhibit 9.

26. There have been daily programming, television specials, and documentaries on CBS, NBC, CNN, ABC, Univision, Discovery Channel, Fox Sports, The History Channel, Nickelodeon, the Family Channel and other networks, viewed by approximately 60 million people, in which RINGLING BROS. CIRCUS and the mark THE GREATEST SHOW ON EARTH were prominently displayed. RINGLING BROS. CIRCUS has also been featured in many printed publications, such as *Tampa Tribune*, *Miami Herald*, *Orlando Sentinel*, *People Magazine*, *The Wall Street Journal*, *The New York Times*, *The Washington Post* and *USA Today*. RINGLING BROS. has offered for sale DVDs featuring the CIRCUS and its trademarks and service marks, including THE GREATEST SHOW ON EARTH, THE GREATEST SHOW ON EARTH Ball Logo and RINGLING BROS. AND BARNUM & BAILEY/THE GREATEST SHOW ON EARTH Banner Mark.

27. RINGLING BROS. CIRCUS has appeared in the State of Florida, including in Tampa, Orlando, Miami and Jacksonville annually for years. Specifically, RINGLING BROS. CIRCUS traditionally opened in Tampa every year since at least 2000. RINGLING BROS. CIRCUS also has performed annually in Miami, Orlando and Jacksonville, most recently in January 2017. Until a couple of years ago, Winter Quarters for RINGLING BROS. CIRCUS were held at the Florida State Fairgrounds in Tampa.

28. In 2012-2016, RINGLING BROS. spent in excess of \$65,000,000 on advertising and promotion related to the Trademarks. In Florida alone, RINGLING BROS. spent in excess of \$5,000,000 in 2012-2016 on advertising and promotion related to the Trademarks. RINGLING BROS. has promoted the Trademarks in a manner that has generated and perpetuated a wholesome, family-oriented image.

29. Revenues obtained from services rendered and goods sold under the Trademarks are in excess of \$50,000,000 annually for each of the past five years. In addition, the Trademarks are licensed to third parties by Combined Shows, thereby producing additional revenue for RINGLING BROS.

30. As a result of the popularity and association of the Trademarks with RINGLING BROS. CIRCUS, there has been substantial unsolicited coverage of RINGLING BROS. CIRCUS, which is not paid for by RINGLING BROS. CIRCUS. Thus, for example, newspapers of national importance, such as *The New York Times* and *USA Today*, published numerous stories and photographs of THE GREATEST SHOW ON EARTH. According to an independent media intelligence company, the estimated earned media advertising value of unpaid media exposure related to THE GREATEST SHOW ON EARTH through print, web and broadcast materials was in excess of \$375,000,000 for the first five months in 2017, with over 40 billion estimated impressions and over \$700,000,000 in 2016, with over 57 billion estimated impressions. These numbers do not include radio exposure which itself is substantial. It is extremely rare for any advertising, promotion or media coverage of RINGLING BROS. CIRCUS to not include THE GREATEST SHOW ON EARTH.

**DEFENDANTS' CONDUCT**

31. In order to protect against any potential loss of the distinctiveness of the famous mark THE GREATEST SHOW ON EARTH, RINGLING BROS. has an enforcement program by which it notifies potential diluters or infringers of the mark THE GREATEST SHOW ON EARTH. As part of its enforcement program, on or about October 24, 2017, RINGLING BROS. received a press release announcing that Defendants were promoting and launching the "GREATEST SHOW ON EARTH TOUR 2018" (referred to herein as the "Tour") at [www.kidrock.com](http://www.kidrock.com) and offering tickets for sale on [www.livenation.com](http://www.livenation.com) and [www.ticketmaster.com](http://www.ticketmaster.com) (collectively referred to herein as the "Websites"). Annexed hereto as Exhibit 10 is a true copy of the Press Release announcing the Tour. In addition, on the same date, a call was received by a Vice President of Feld Ent. from Dave Brooks, Founder and Executive Editor of Amplify, a digital media company covering the live entertainment, concert and touring industry, and Senior Correspondent, Touring and Live Entertainment at Billboard Magazine, a well-known entertainment outlet. Mr. Brooks was aware of the GREATEST SHOW ON EARTH TOUR 2018 designation for Kid Rock's tour and was surprised by such use. Mr. Brooks acknowledged and stated his belief that THE GREATEST SHOW ON EARTH mark was RINGLING BROS.' intellectual property.

32. The Tour is scheduled to appear in venues throughout the United States and Canada including venues in at least, Kansas City, Missouri; Nashville, Tennessee; Louisville, Kentucky; Tulsa, Oklahoma; Houston, Texas; Atlanta, Georgia; Charlotte, North Carolina; Toronto, Ontario; Columbus, Ohio; Philadelphia, Pennsylvania; Cleveland, Ohio; Uncasville,

Connecticut; Baltimore, Maryland; Newark, New Jersey; Nassau County, New York; Chicago, Illinois; Omaha, Nebraska; Denver, Colorado; Phoenix, Arizona; Las Vegas, Nevada and three sold out shows in Durant, Oklahoma. A concert advertised by Kid Rock's website as being part of the Tour has already taken place in Laughlin, Nevada on November 11, 2017. With few exceptions, these venues have also hosted THE GREATEST SHOW ON EARTH circus over the past three years, as part of a RINGLING BROS. engagement.

33. As part of promoting the Tour, the front page of the [www.kidrock.com](http://www.kidrock.com) website includes a banner stating "GREATEST SHOW ON EARTH TOUR 2018". Annexed hereto as Exhibit 11 is a true screenshot of the front page of the [www.kidrock.com](http://www.kidrock.com) website.

34. The Tour is being promoted on the Websites and across social media as being "with A Thousand Horses", which upon information and belief is a reference to the band "A Thousand Horses." Annexed hereto as Exhibit 12 is a true printout of a page on the [www.kidrock.com](http://www.kidrock.com) website.

35. As part of promoting the Tour, the front page of the [www.livenation.com](http://www.livenation.com) website includes a banner stating "GREATEST SHOW ON EARTH TOUR 2018". Annexed hereto as Exhibit 13 is a true screenshot of the front page of the [www.livenation.com](http://www.livenation.com) website.

36. As part of offering tickets for sale, the [www.ticketmaster.com](http://www.ticketmaster.com) website includes a banner stating "KID ROCK'S GREATEST SHOW ON EARTH TOUR". Annexed hereto as Exhibit 14 is a true printout of a page on the [www.ticketmaster.com](http://www.ticketmaster.com) website.

37. As part of the Tour, one of the concerts to be held on December 31, 2017 is being promoted and advertised as “THE GREATEST NEW YEAR’S EVE BASH ON EARTH”. Annexed hereto as Exhibit 15 is a true screenshot of a webpage advertising and offering tickets for sale for that show.

38. Use of the RINGLING BROS.’ Marks as part of the promotion of the Tour, including, without limitation, as part of radio advertisements is commercial speech, implicates an association with RINGLING BROS. and tarnishes the family friendly reputation that RINGLING BROS. has built during the last century.

39. As part of selling tickets for the Tour, Defendants are offering VIP packages, including a “Greatest Show on Earth VIP Package” that include, *inter alia*, an “exclusive Kid Rock- Greatest Show on Earth wall flag”; “collectible Greatest Show on Earth poster” and “Commemorative Greatest Show on Earth VIP ticket”. Annexed hereto as Exhibit 16 is a true screenshot of a webpage offering such VIP packages and related merchandise.

40. Upon information and belief, as part of promoting the Tour, Defendants are involved in an advertising campaign, as well as a direct marketing campaign, to target potential customers who may have an interest in purchasing tickets for the Tour, at least by, sending unsolicited emails to consumers prominently displaying “Kid Rock’s Greatest Show on Earth Tour” in such emails. Annexed hereto as Exhibit 17 is a true copy of an email sent to Plaintiffs’ in-house counsel showing such use.

41. Upon information and belief, as part of promoting their tour, Defendants are using online marketplaces to sell merchandise, including t-shirts, that are emblazoned with

the words “GREATEST SHOW ON EARTH TOUR”. Annexed hereto as Exhibit 18 is a true printout of webpages offering such t-shirts for sale.

42. As part of the process of purchasing tickets for concerts that are part of the Tour, the potential customers are repeatedly inundated with references to “GREATEST SHOW ON EARTH TOUR” at every step of the process. Annexed hereto as Exhibit 19 are true printouts and screenshots of webpages from the Websites showing the purchase of tickets that are a part of the Tour.

43. Once a ticket is purchased for a concert that is part of the Tour, a ticket is generated which states “Greatest Show on Earth” just above the venue name and location. Annexed hereto as Exhibit 20 is a true copy of a ticket (redacted to remove the “issued to” and “order number” fields) that was purchased on November 8, 2017 for a concert at the Prudential Center to be held on March 9, 2018, that is part of the Tour. The unauthorized uses of GREATEST SHOW ON EARTH set forth in ¶31 through ¶43 inclusively are collectively referred to herein as “Unauthorized Uses.”

44. A live performance of Kid Rock is antithetical to the family friendly reputation of the Circus and the Trademarks. During at least one performance, Kid Rock repeatedly used vulgar language, both in his songs and in addressing the audience. During the opening song for such show, dancers appeared in bright lights on a riser with Kid Rock. The dancers were wearing bikini tops, short skirts and readily visible undergarments. They were featured prominently on two large video screens, on either side of the stage throughout the performance.

45. As part of promoting the Tour, Kid Rock has created a video entitled “Greatest Show on Earth [Official Video]” (referred to herein as the “Video”) featuring music from Kid Rock’s album entitled “Sweet Southern Sugar.” The Video has been posted to the website [www.kidrock.com](http://www.kidrock.com) as well as [www.youtube.com](http://www.youtube.com). On YouTube, it has received more than 2 million views since its release. Annexed hereto as Exhibit 21 are a true printout of a page from YouTube showing 2,100,000 views of the Video and a DVD of the Video entitled “Greatest Show on Earth [Official Video], downloaded from Kid Rock’s YouTube channel.

46. In the Video, Kid Rock states numerous times “Welcome to the greatest f\*\*\*in’ show on earth.” In addition to use of vulgar language, the Video includes obscene gestures, smoking and images of women in various stages of undress which would be inappropriate for children and inconsistent with the family friendly entertainment of RINGLING BROS. and the RINGLING BROS.’ Marks. As part of promoting the Tour, towards the end of the Video the words “GREATEST SHOW ON EARTH” and “COMING TO A CITY NEAR YOU” appear on the screen. Annexed hereto as Exhibit 22 is a copy of the lyrics from the Video.

47. On information and belief on September 11, 2017, Kid Rock gave a concert in the Little Caesars Arena in Detroit, Michigan, where he took the stage beginning with his newly released song “Greatest Show on Earth” surrounded by an array of circus characters. Annexed hereto as Exhibit 23 is a true copy of an article from the Detroit Free Press describing the concert and related protests.



48. On or about October 6, 2017 employees of Feld Ent. were contacted by a venue contact seeking information about how to obtain (1) stilt walkers, (2) a little person and (3) a juggler (collectively "Circus Performers"), which Circus Performers, on information and belief, were to perform on stage with Kid Rock for a single song at a Nashville-area concert. Although information was provided as to who could provide the Circus Performers, it was later learned that Kid Rock or his team cancelled the request for Circus Performers. Prior to cancelling the request for Circus Performers, there was no mention of a Kid Rock tour named the Greatest Show on Earth.

49. The Unauthorized Uses of an identical trademark by Defendants for entertainment services and merchandise, as well as the advertising and promotion thereof, are commercial speech and are willful and blatant violations of RINGLING BROS.' rights. Kid Rock's performance with circus characters, as well as the apparent intention to use the aforementioned Circus Performers, is further evidence of bad faith. No rights were granted by RINGLING BROS. to Defendants.

50. On October 26, 2017, in-house counsel for RINGLING BROS. sent an email to Lee Trink, Kid Rock's manager, advising him of RINGLING BROS.' position regarding its trademark rights in THE GREATEST SHOW ON EARTH. A copy of the email is annexed hereto as Exhibit 24.

51. On October 27, 2017, in-house counsel for RINGLING BROS. sent a message through the website [www.kidrock.com](http://www.kidrock.com) identified as "URGENT" advising of RINGLING BROS.' position regarding its trademark rights in THE GREATEST SHOW ON EARTH. A true screenshot showing this message is annexed hereto as Exhibit 25.

52. On October 27, 2017, Mr. Trink provided the name of Kid Rock's attorney, Peter Paterno. On October 30, 2017, in-house counsel for RINGLING BROS. sent an email to, and on October 31, 2017 had a conversation with, Peter Paterno, counsel for Kid Rock. A copy of the email is annexed hereto as Exhibit 26. Subsequent telephone conversations took place between in-house counsel for RINGLING BROS. and Mr. Paterno.

53. On November 2, 2017, outside counsel for RINGLING BROS. sent a cease and desist letter to the attorney for Kid Rock, copied to Lee Trink (Kid Rock's agent), Michael Rapino and Michael Rowles of Live Nation, and Jon Loba of BBR Music Group (Kid Rock's record label), setting forth RINGLING BROS.' position regarding its trademark rights in THE GREATEST SHOW ON EARTH and requesting that Defendants contact RINGLING BROS. no later than November 3, 2017 regarding their use of the designation the "Greatest Show on Earth." A copy of this letter is annexed hereto as Exhibit 27.

54. On November 16, 2017, outside counsel for Kid Rock sent a letter to RINGLING BROS.' counsel claiming that the assertions in the November 2, 2017 letter were misplaced. A copy of this letter is annexed hereto as Exhibit 28.

55. Contrary to the position set forth by counsel in Exhibit 28, Robert Ritchie himself has registered and owns several trademarks comprised of "common words" and a song title. Robert Ritchie owns a trademark registration for the mark AMERICAN BAD ASS for *inter alia*, entertainment services, namely live musical performances by a musical performer or group, Registration No. 2,877,990. A copy of Registration No. 2,877,990 is annexed as Exhibit 29. The trademark AMERICAN BAD ASS was the name of Kid Rock's tour in 2001 and is the name of a song by him. Annexed as Exhibit 30 is a screenshot

showing the American Bad Ass tour and the album cover including the song “American Bad Ass.” In addition, Robert J. Ritchie also owns a trademark registration for the mark CHILLIN THE MOST for *inter alia*, entertainment services in the nature of live musical performances, Registration No. 4,555,942. “Chillin the most” is part of the lyrics of a song, “Cowboy,” by Kid Rock. A copy of Registration No. 4,555,942 and the lyrics from the song “Cowboy” are annexed hereto as Exhibits 31 and 32, respectively.

56. Upon information and belief, the purpose of Defendants’ adoption of the designation “Greatest Show On Earth Tour 2018” was to trade on, misappropriate and wrongfully reap the benefits of the established recognition, goodwill and reputation which has attached to the RINGLING BROS.’ Mark, THE GREATEST SHOW ON EARTH, by reason of the substantial expenditure of time, money and effort by RINGLING BROS.

57. Based upon the foregoing and Defendants’ insistence to continue their course of conduct unaltered, it is clear that Defendants have no intention to cease infringing the RINGLING BROS.’ Marks.

58. Defendants’ Unauthorized Uses of the Trademarks have been made in willful disregard of RINGLING BROS.’ prior rights in the RINGLING BROS.’ Marks.

59. Based on the promotion of Kid Rock’s Tour, there is a likelihood that Defendants’ goods and services will be associated or affiliated with RINGLING BROS., its Trademarks and/or its goods and services.

60. Such false suggestion and association is causing and will cause irreparable harm to RINGLING BROS.’ reputation.

61. Further, Defendants' infringement of RINGLING BROS.' Marks in this manner will dilute them by tarnishing and blurring the distinctiveness of RINGLING BROS.' Marks and the reputation of RINGLING BROS. RINGLING BROS.' Marks will be tarnished, blurred, impaired, and suffer negative associations through Defendants' use of the Greatest Show on Earth in the manner set forth above.

62. RINGLING BROS. has suffered and will continue to suffer irreparable harm if Defendants' conduct is not enjoined. RINGLING BROS. has no adequate remedy at law.

**COUNT I**  
**FEDERAL TRADEMARK DILUTION**

63. COUNT I is an action for trademark dilution, arising under §43(a) of the Lanham Act, 15 U.S.C. §1125(c). Subject matter jurisdiction over this Count is based on 15 U.S.C. §1121 and 28 U.S.C. §§1331 and 1338.

64. RINGLING BROS. repeats and realleges the allegations in paragraphs 1 through 62, above as if fully set forth herein.

65. The RINGLING BROS.' Marks are distinctive and famous marks, which have been used and advertised continuously throughout the continental United States of America for over a century.

66. The RINGLING BROS.' Marks have received extensive publicity both as a result of the efforts of RINGLING BROS. and through third party recognition. The RINGLING BROS.' Marks are famously associated and extensively recognized with RINGLING BROS. CIRCUS and entertainment-related goods and services.

67. The foregoing acts of Defendants are intended to create an association, constituting dilution by tarnishing and blurring of RINGLING BROS.' Marks in violation of

Section 43(c) of the Lanham Act, 15 U.S.C. §1125(c), as the RINGLING BROS.' Marks will suffer negative associations through Defendants' use of "Greatest Show on Earth" in the manner set forth above. RINGLING BROS. has no ability to control such uses of Defendants with which it does not wish to be associated.

68. By reason of all the foregoing, RINGLING BROS. is being damaged by Defendants' willful use of the Trademarks in the manner set forth above and will continue to be damaged unless Defendants are enjoined from using the same.

69. RINGLING BROS. will be irreparably injured by the continued acts of Defendants, unless such acts are enjoined. RINGLING BROS. has no adequate remedy at law.

**COUNT II**  
**FEDERAL TRADEMARK INFRINGEMENT**

70. COUNT II is a claim for trademark infringement under the trademark laws of the United States (Lanham Act), 15 U.S.C. §1114. Subject matter jurisdiction over this Count is based upon 15 U.S.C. §1121 and 28 U.S.C. §§1331 and 1338.

71. RINGLING BROS. repeats and realleges the allegations in paragraphs 1 through 62 above as if fully set forth herein.

72. Defendants' Unauthorized Uses of RINGLING BROS.' Marks in the manner set forth above is commercial speech trading on RINGLING BROS.' Marks and the goodwill of RINGLING BROS., and is likely to confuse and deceive the consuming public into believing that Defendants are associated with RINGLING BROS.

73. The actions of Defendants complained of herein are likely to cause confusion, to cause mistake or to deceive others into erroneously believing that Defendants, the Tour

and related products are authorized by, licensed by, sponsored by, endorsed by, approved by or otherwise associated with RINGLING BROS.

74. RINGLING BROS. has repeatedly placed Defendants on oral and written notice of its infringement and unlawful conduct, but Defendants have failed to terminate their wrongful conduct.

75. The acts and conduct of Defendants complained of herein constitute willful and deliberate infringements of RINGLING BROS.' Marks.

76. The foregoing acts of Defendants constitute infringement of RINGLING BROS.' federally registered trademarks in violation of Section 32 of the Lanham Act, 15 U.S.C. §1114.

77. By reason of all the foregoing, RINGLING BROS. is being damaged by Defendants' willful use of the Trademarks in the manner set forth above and will continue to be damaged unless Defendants are enjoined from using the RINGLING BROS.' Marks.

78. RINGLING BROS. will be irreparably injured by the continued acts of Defendants, unless such acts are enjoined. RINGLING BROS. has no adequate remedy at law.

**COUNT III**  
**FEDERAL UNFAIR COMPETITION**

79. COUNT III is an action for false designation of origin and false or misleading descriptions and representations, arising under §43(a) of the Lanham Act, 15 U.S.C. §1125(a). Subject matter jurisdiction over this Count is based on 15 U.S.C. §1121 and 28 U.S.C. §§1331 and 1338.

80. RINGLING BROS. repeats and realleges the allegations in paragraphs 1 through 62 above as if fully set forth herein.

81. The actions complained of herein constitute false designations of origin and false descriptions, in that the unlawful use by Defendants of “THE GREATEST SHOW ON EARTH” mark and designation is likely to cause confusion or to deceive as to the affiliation, connection or association of RINGLING BROS.’ Marks with Defendants, as to the origin, sponsorship or approval of Defendants, their websites, performances and products. No permission has been granted by RINGLING BROS. to Defendants to use the RINGLING BROS. Marks.

82. RINGLING BROS. has repeatedly placed Defendants on oral and written notice of its infringement, but Defendants have failed to terminate its wrongful conduct.

83. The foregoing acts of Defendants constitute unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

84. By reason of all the foregoing, RINGLING BROS. is being damaged by Defendants’ willful use of the Trademarks in the manner set forth above and will continue to be damaged unless Defendants are enjoined from using the Greatest Show on Earth.

85. RINGLING BROS. will be irreparably injured by the continued acts of Defendants, unless such acts are enjoined. RINGLING BROS. has no adequate remedy at law.

**COUNT IV**  
**FLORIDA COMMON LAW TRADEMARK INFRINGEMENT**

86. Count IV is an action for trademark infringement under the common law of the State of Florida. Subject matter jurisdiction over this Count is founded upon supplemental jurisdiction under 28 U.S.C. §1367.

87. RINGLING BROS. repeats and realleges each and every allegation contained in paragraphs 1 through 62 above, as if fully set forth herein.

88. By reason of all of the foregoing, RINGLING BROS. has acquired common law trademark rights in the RINGLING BROS.' Marks.

89. The actions of Defendants herein complained of are likely to create confusion, mistake and deception of consumers into believing that Defendants is authorized by, licensed by, sponsored by or otherwise associated with the common law trademark rights in the RINGLING BROS.' Marks.

90. Upon information and belief, the acts and conduct of Defendants complained of constitute willful and deliberate infringement of RINGLING BROS.' common law rights in the RINGLING BROS.' Marks and will continue in willful and wanton disregard of RINGLING BROS.' valuable trademark rights.

91. The foregoing acts of Defendants constitute infringement of the RINGLING BROS.' Marks in violation of the common law of the State of Florida.

92. By reason of all the foregoing, RINGLING BROS. is being damaged by Defendants' willful use of the RINGLING BROS.' Marks in the manner set forth above and will continue to be damaged unless Defendants are enjoined from using the Greatest Show on Earth.



93. RINGLING BROS. will be irreparably injured by the continued acts of Defendants, unless such acts are enjoined. RINGLING BROS. has no adequate remedy at law.

**COUNT V**  
**VIOLATION OF FLORIDA STATUTORY TRADEMARK DILUTION**  
**AND INJURY TO BUSINESS REPUTATION**

94. Count V is an action for violation of Florida statutory trademark dilution and injury to business reputation under Fla. Stat. § 495.151 *et seq.* Subject matter jurisdiction over this Count is founded upon supplemental jurisdiction under 28 U.S.C. §1367.

95. RINGLING BROS. repeats and realleges each and every allegation contained in paragraphs 1 through 62 above, as if fully set forth herein.

96. The RINGLING BROS.' Marks are distinctive and famous marks in the State of Florida by virtue of their substantial inherent and acquired distinctiveness, their extensive use in the State of Florida, and the extensive advertising and publicity of the RINGLING BROS. Marks in Florida which have developed strong, widespread recognition thereof.

97. The actions of Defendants complained of herein are likely to injure the business reputation and dilute the distinctive quality of RINGLING BROS.' well-known and famous Trademarks.

98. The RINGLING BROS.' Marks have received extensive publicity both as a result of the efforts of RINGLING BROS. and through third party recognition. The RINGLING BROS.' Marks are famously associated and extensively recognized with RINGLING BROS. CIRCUS and entertainment-related goods and services.

99. The foregoing acts of Defendants were commercial in nature and are using the RINGLING BROS.' Marks in commerce.

100. The foregoing acts of Defendants are intended to create an association, constituting dilution by tarnishing and blurring of RINGLING BROS.' Marks as the RINGLING BROS.' Marks will suffer negative associations through Defendants' use of the marks in the manner set forth above and cause injury to RINGLING BROS.' business reputation and goodwill.

101. By reason of all the foregoing, RINGLING BROS. is being damaged by Defendants' willful use of the Trademarks in the manner set forth above and will continue to be damaged unless Defendants are enjoined from using the same.

102. RINGLING BROS. will be irreparably injured by the continued acts of Defendants, unless such acts are enjoined. RINGLING BROS. has no adequate remedy at law.

**COUNT VI**  
**COMMON LAW UNFAIR COMPETITION**

103. Count VI is an action for unfair competition under the common law of the State of Florida. Subject matter jurisdiction over this Count is founded upon 28 U.S.C. §§ 1338 and supplemental jurisdiction under 28 U.S.C. §1367.

104. RINGLING BROS. repeats and realleges each and every allegation contained in paragraphs 1 through 62 above, as if fully set forth herein.

105. The actions of Defendants complained of herein constitute a misappropriation of the RINGLING BROS.' Marks and the goodwill associated therewith, acts of passing off

RINGLING BROS.' Marks, all of which constitute unfair competition under the common law of the State of Florida.

106. The actions of Defendants herein complained of are likely to create confusion, mistake and deception of consumers into believing that Defendants are authorized by, licensed by, sponsored by or otherwise associated with the common law trademark rights in the RINGLING BROS.' Marks.

107. Upon information and belief, the acts and conduct of Defendants complained of constitute willful and deliberate unfair competition and Defendants will continue those acts and conduct in willful and wanton disregard of RINGLING BROS.' valuable trademark rights.

108. The foregoing acts of Defendants constitute unfair competition under the common law of the State of Florida.

109. By reason of all the foregoing, RINGLING BROS. is being damaged by Defendants' willful use of the RINGLING BROS.' Marks in the manner set forth above and will continue to be damaged unless Defendants are enjoined from using the Greatest Show on Earth.

110. RINGLING BROS. will be irreparably injured by the continued acts of Defendants, unless such acts are enjoined. RINGLING BROS. has no adequate remedy at law.

**COUNT VII**  
**UNJUST ENRICHMENT UNDER COMMON LAW**

111. Count VII is an action for unjust enrichment under common law. Subject matter jurisdiction over this Count is founded upon supplemental jurisdiction under 28 U.S.C. §1367.

112. RINGLING BROS. repeats and realleges each and every allegation contained in paragraphs 1 through 62 above, as if fully set forth herein.

113. The acts of Defendants complained of herein constitute a misuse and misappropriation of RINGLING BROS.' rights by the unlawful use by Defendants of the RINGLING BROS.' Marks and the goodwill associated therewith.

114. Defendants' use of the RINGLING BROS. Marks have conferred a benefit upon Defendants, with Defendants' knowledge thereof, which Defendants have retained and which benefits would be inequitable to retain without payment of the value thereof to RINGLING BROS.

115. Defendants have been unjustly enriched under Florida law and should be required to make restitution to RINGLING BROS. in an amount to be determined at trial.

116. Defendants' acts have caused and will continue to cause irreparable injury and damage to RINGLING BROS. unless such acts are enjoined. RINGLING BROS. has no adequate remedy at law.

WHEREFORE, Plaintiffs pray for the following relief:

A. That the Court enter a judgment against Defendants as follows:

1. Defendants have violated Section 43 of the Lanham Act, 15 U.S.C. § 1125(c) by diluting the RINGLING BROS.' Marks through tarnishment and blurring;
2. Defendants have infringed Plaintiffs' trademark in violation of 15 U.S.C. § 1114(a) and the common law of the state of Florida;
3. Defendants acts constitute unfair competition under Section 43 of the Lanham Act, 15 U.S.C. § 1125(a) and Florida common law;
4. Defendants have violated Florida's statutory trademark dilution and injury to business reputation under Fla. Stat. § 495.151 et seq.;
5. Defendants have through their tortious acts detailed in this Complaint been unjustly enriched, under the common law of Florida; and
6. In all instances, Defendants acted in bad faith, willfully, intentionally, and/or in malicious disregard of Plaintiffs' lawfully protected rights.

B. That the Court enters an Order that Defendants and their parents, subsidiaries and affiliated companies, their respective officers, agents, servants, employees and attorneys and those persons in active concert or participation with them who receive actual notice of the injunction by personal service or otherwise, be preliminarily and permanently restrained and enjoined from using the Trademarks, and from using, affixing, offering for sale, selling, advertising, promoting or rendering goods or services with the Trademarks, "Greatest Show On Earth," "The Greatest New Year's Eve Bash on Earth" or any other trade name or trademark confusingly similar to the Trademarks.

C. That the Court enters an Order that Defendants and their parents, subsidiaries and affiliated companies, their respective officers, agents, servants, employees and attorneys and those persons in active concert or participation with them who receive actual notice of the injunction by personal service or otherwise, be preliminarily and permanently restrained and enjoined from use of any false descriptions or representations or any false designations of origin or from otherwise committing any acts of unfair competition with respect to RINGLING BROS. and its Trademarks by using the Trademarks or any trade name or trademark confusingly similar to the Trademarks.

D. That the Court enters an Order that Defendants and their parents, subsidiaries and affiliated companies, their respective officers, agents, servants, employees and attorneys, and those persons in act of concert or participation with them who receive actual notice of the injunction by personal service or otherwise, be preliminarily and permanently enjoined from diluting by tarnishing and blurring the distinctiveness and goodwill established by RINGLING BROS. in its Trademarks, by using the Trademarks or any trade name or trademark diluting by tarnishing and blurring of the Trademarks.

E. That the Court enters an Order directing Defendants to deliver all catalogs, signs, displays, labels, brochures, videos, images, merchandise, advertising and promotional material bearing the Trademarks or any trade name or trademark confusingly similar to the Trademarks in their possession or subject to Defendants' control or direction to the Clerk of the Court for maintenance during the pendency of this action and for destruction upon entry of a Final Judgment.

F. That the Court enters an Order directing Defendants to promptly remove the Trademarks and any trade name or trademark confusingly similar to the Trademarks from all websites owned or operated on behalf of Defendants their parents, subsidiaries and affiliated companies, their respective officers, agents, servants, employees and attorneys and those persons in active concert or participation with them.

G. That the Court enters an Order directing Defendants to file with the Court within 30 days of the Order a report, signed under oath with a copy to RINGLING BROS.' attorneys, setting forth in detail the manner and form in which Defendants have complied with any order issued hereunder.

H. That the Court enters an Order waiving any requirement that Plaintiffs post a bond.

I. That the Court award RINGLING BROS. the profits of Defendants and the damages sustained by RINGLING BROS. as a result of the willful, intentional and wrongful conduct of Defendants.

J. That the Court award RINGLING BROS. damages in an amount to be proven at trial, together with prejudgment interest, including without limitation damages sufficient to allow Plaintiffs to conduct adequate and appropriate corrective advertising.

K. That because of the willful nature of Defendants' acts, the Court enter a judgment for treble the amount of the aforesaid damages.

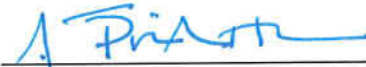
L. That because of the willful, intentional and wrongful nature of Defendants' acts, the Court award to RINGLING BROS. in an amount to be determined by the jury at trial.

M. That the Court require Defendants to pay RINGLING BROS. its costs in this action including reasonable attorneys' fees.

N. That the Court grant RINGLING BROS. such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b), Fed.R.Civ.P., RINGLING BROS. hereby demands trial by jury as to all claims in this litigation.



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\*Special Admission Attorney Certifications  
Will Be Filed With the Clerk

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