

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

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CLERK'S OFFICE
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UNITED STATES OLYMPIC *
COMMITTEE, a federally chartered *
corporation, *
One Olympic Plaza *
Colorado Springs, Colorado 80909 *

v. * Civil Action No: _____

OLYMPIC SUPPLY, INC. d/b/a/ *
OLYMPIC NEWS, a Delaware *
Corporation, *
9235 Hampton Overlook *
Capitol Heights, Maryland 20743 *
Prince George's County *

and *

DOES 1-10 *

DKC08CV 496

* * * * *

**COMPLAINT FOR VIOLATION OF THE TED
STEVENS OLYMPIC AND AMATEUR SPORTS ACT**

Plaintiff United States Olympic Committee (the "USOC"), by and for its complaint
against Defendant Olympic Supply, Inc. d/b/a Olympic News, alleges as follows:

JURISDICTION AND VENUE

1. The USOC files this action against Defendant for violation of the Ted Stevens
Olympic and Amateur Sports Act (the "Olympic and Amateur Sports Act"), 36 U.S.C. § 220501
et seq. This Court has jurisdiction over this claim pursuant to 28 U.S.C. § 1331.

2. The USOC is informed and believes that Defendant has its principal place of
business within this judicial district. This action arises out of wrongful acts committed by

Defendant in this judicial district, which subjects Defendant to the personal jurisdiction of this Court. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b).

PARTIES

3. The USOC is a non-profit, federally chartered corporation with its principal place of business at One Olympic Plaza, Colorado Springs, Colorado 80909-5760.

4. The USOC alleges upon information and belief that Defendant is a Delaware corporation with its principal place of business at 9235 Hampton Overlook, Capitol Heights, Maryland 20743.

5. The true names and capacities of the Defendants named herein as Does 1-10, inclusive, are unknown to the USOC, which therefore sues said Defendants by such fictitious names. The USOC will amend this Complaint to allege their true names and capacities when ascertained. The USOC is informed and believes and thereon alleges that each of the Defendants is liable to the USOC for the events alleged herein.

THE USOC AND THE OLYMPIC MARKS

6. Since the first modern Olympic Games in Athens, Greece, in 1896, the USOC has used certain unique symbols and terminology in connection with the United States' participation in the Olympic Games. The words and terminology have included the Five Interlocking Rings (the "OLYMPIC Symbol") and the words OLYMPIC, OLYMPIAD, CITIUS, ALTIUS, FORTIUS and other words as well as any simulation or combination thereof (collectively the "OLYMPIC Marks"). The goodwill associated with these marks arises from and is due in large part to the USOC's efforts. These marks are valuable assets, and this value ensures the USOC's

long-term ability to fund the U.S. Olympic Team's participation in the Olympic Games and other activities.

7. Pursuant to the Olympic and Amateur Sports Act (and its predecessor statute, the Amateur Sports Act of 1978, 36 U.S.C. § 371, *et seq.*), the USOC was granted, *inter alia*, the exclusive right to use the OLYMPIC Marks in the United States. The Act also provides the USOC the right to bring a civil action against any person who uses any of the OLYMPIC Marks, "without the consent of the [USOC] . . . for the purpose of trade, to induce the sale of any goods or services" 36 U.S.C. § 220506(c).

8. In addition to its common-law rights and its rights under the Olympic and Amateur Sports Act, the USOC also owns several federal registrations for the OLYMPIC Marks including, in particular, the mark OLYMPIC.

9. Since 1950, the USOC has been entrusted under federal law with responsibility for coordinating and developing amateur athletic activity in the United States directly related to international amateur athletic competition and has been granted exclusive jurisdiction over all matters pertaining to participation of the United States in the Olympic Games. To fulfill these responsibilities, the USOC obtains most of its funding through sponsorship fees, suppliership agreements and fees obtained through licensing of media properties and merchandise. These fees are used to house, feed, train and otherwise support U.S. Olympic athletes and to finance the United States' participation in the Olympic Games.

10. For example, in 1997-2007, these fees were used to assist the USOC in:

(a) annually hosting approximately 25,000 athletes, coaches, officials and program staff for the National Governing Bodies ("NGBs") for the individual Olympic sports at

its three Olympic training centers (located in Chula Vista, California, Colorado Springs, Colorado and Lake Placid, New York) and at its U.S. Olympic Education Center in Marquette, Michigan;

(b) committing at least \$8 million to various college conferences to support emerging Olympic sports, such as women's ice hockey, or Olympic sports that are declining at the collegiate level, such as men's gymnastics;

(c) working with local communities and assisting in funding at least twenty sports in partnership with NGBs on behalf of the Community Olympic Development Programs in Atlanta, Georgia, Minneapolis/St. Paul, Minnesota, San Antonio, Texas and Salt Lake City, Utah;

(d) directing a total of over \$20 million in grants to some 2,300 individual athletes (with awards ranging from \$200 to \$100,000);

(e) awarding millions of dollars in grants to its member organizations such as the NGBs for individual Olympic sports;

(f) providing support to U.S. athletes and teams in national and international competitions; and

(g) funding the USOC's many other statutory functions.

11. Unlike almost every other National Olympic Committee around the world, the USOC does not rely on the federal government for a substantial portion of its funding. Therefore, its exclusive rights under the Olympic and Amateur Sports Act (as well as the rights it has under the Lanham Act and other law) to the use of, *inter alia*, the word OLYMPIC and the

OLYMPIC Symbol are critical to the USOC's continued ability to fulfill its federally chartered mission.

DEFENDANT'S IMPROPER USES

12. In or about August 2006, the USOC first became aware that Defendant was using the word OLYMPIC as part of the trade name and service mark "Olympic News" in connection with its newsstand and concessionaire business.

13. Defendant operates six news, gift, and concession locations at BWI Thurgood Marshall Airport under the trade name "Olympic News." On information and belief, it also operates an additional fifteen locations under this trade name at Nashville International Airport as joint venture partners with Hudson News/Hudson Group.

14. Defendant has neither sought nor received authorization from the USOC to use the word OLYMPIC in any manner to promote its business.

15. To the contrary, beginning in approximately September 2006 and continuing through January 2008, the USOC has been demanding, both orally and in writing, that Defendant cease and desist its improper use of the word OLYMPIC. For example, by email dated September 7, 2006, a USOC representative advised Defendant of, and provided Defendant a copy of, the relevant provisions of the Olympic and Amateur Sports Act and demanded that Defendant cease its unauthorized use of the word OLYMPIC.

16. The USOC has made repeated attempts since September 2006 to obtain Defendant's compliance with the Olympic and Amateur Sports Act. These attempts have all proved unsuccessful.

17. Defendant's use of the word OLYMPIC to identify its newsstand and concessionaire business damages the value of the USOC's exclusive rights in the word OLYMPIC.

18. Defendant's unauthorized use of the word OLYMPIC to identify its newsstand and concessionaire business violates an express prohibition in the Olympic and Amateur Sports Act.

CLAIM FOR RELIEF
(Violation Of The Olympic And Amateur Sports Act)
(36 U.S.C. § 220506(c))

19. The allegations of paragraphs 1 through 18 are incorporated herein by reference.

20. Defendant's unauthorized use of the word OLYMPIC is a use for the purpose of trade and to induce the sale of Defendant's services.

21. The USOC has not consented to Defendant's use of the word OLYMPIC to promote its services.

22. Unless Defendant is enjoined, it will continue to promote itself by unlawfully using the word OLYMPIC in the United States and in this jurisdiction.

23. Defendant's unauthorized use has caused and will continue to cause the USOC to suffer immediate and irreparable injury, loss and damage because, among other things: (a) the USOC's statutory exclusive rights to use the word OLYMPIC has been and will continue to be violated; and (b) the USOC's ability to obtain fees from sponsorships, supplierships and licensing of goods, services and merchandise will be diminished or undermined by Defendant's unauthorized use of the word OLYMPIC. Accordingly, the USOC is entitled to preliminary and

permanent injunctive relief barring Defendant from engaging in violations of the Olympic and Amateur Sports Act.

24. Defendant's willful attempt to continue to circumvent the consent requirements of the Olympic and Amateur Sports Act demonstrates Defendant's bad faith violation of the Olympic and Amateur Sports Act, and has caused the USOC actual damages in an amount to be proven at trial. Any such damages should be trebled pursuant to 36 U.S.C. § 220506(c) and 15 U.S.C. § 1117(a).

25. This is an "exceptional case" pursuant to 36 U.S.C. § 220506(c) and 15 U.S.C. § 1117(a) and, as such, the USOC is also entitled to recover its attorney's fees from Defendant.

26. Pursuant to 36 U.S.C. § 220506(c) and 15 U.S.C. § 1117(a), the USOC is also entitled to recover the costs of suit.

WHEREFORE, the USOC prays for relief as follows:

1. That Defendant be adjudged to have used the word OLYMPIC for the purposes of trade without the authorization of the USOC, in violation of federal law;

2. That Defendant be adjudged to have used the word OLYMPIC to induce the sale of its services without the authorization of the USOC, in violation of federal law;

3. That Defendant and its parents, affiliates, subsidiaries, officers, directors, employees, agents, successors and assigns, and all those persons in active concert or participation with them, be preliminarily and permanently enjoined and restrained from:

a. distributing, transmitting, using or otherwise causing use of the Defendant's advertising or any portion thereof in the United States or internationally so long as the word OLYMPIC or any other trademark, service mark, trade name, designation, symbol,

emblem or insignia of the USOC, or any combination or simulation thereof, is used without the express written consent of the USOC; and

b. directly or indirectly using in commerce, or causing to be used in any form whatsoever, including but not limited to use of the business name "Olympic News" (including registration as a fictitious business name) and use of any advertising, signage or promotional literature bearing the word OLYMPIC, for the purpose of trade or to induce the sale of goods and services, or to promote any theatrical exhibition, athletic performance or competition, the word OLYMPIC or any other trademark, service mark, trade name, designation, symbol, emblem or insignia of the USOC, or any combination or simulation thereof.

4. That this Court issue an order requiring that Defendant cease use of its business name "Olympic News" and turn over to the USOC for destruction copies of all advertisements, promotional materials, packaging and supplies, or any other inventory of Defendant's using or referring to the word OLYMPIC;

5. That Defendant be required to publish notice to all actual or potential customers who may have seen, heard of, or purchased any of Defendant's services under the trade name "Olympic News", which notice shall disclaim any connection with the USOC and shall advise the recipient(s) of the Court's injunction and of Defendant's withdrawal from the market of any use of the word OLYMPIC;

6. That Defendant be directed to file with this Court and to serve upon the USOC within 30 days after service upon Defendant of this Court's injunction issued in this action, a written report sworn to and signed under oath setting forth in detail the manner in which it has complied with such injunction;

7. For an award of all profits heretofore realized by Defendant pursuant to 36 U.S.C. § 220506 and 15 U.S.C. § 1117;
8. For an award of three times the amount of Defendant's profits and the USOC's reasonable attorneys' fees pursuant to 36 U.S.C. § 220506 and 15 U.S.C. § 1117(b);
9. For an award of costs; and
10. For all other relief the Court deems just and proper.

February 25, 2008

Kevin Arthur / ES

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