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17 Taylor Swift, TAS Rights Management, LLC,
18 UMG Recordings, Inc., Bravado International
19 Group Merchandising Services Inc.

20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

22 MAREN FLAGG, an individual
23 Plaintiff,

24 v.

25 TAYLOR SWIFT, an individual; TAS
26 RIGHTS MANAGEMENT, LLC, a
27 Tennessee limited liability company; UMG
28 RECORDINGS, INC., a Delaware
corporation; BRAVADO
INTERNATIONAL GROUP
MERCHANDISING SERVICES INC., a
California corporation; and DOES 1-25,
Defendants.

Case No. 2.26-cv-03354-SRM-BFM

**DEFENDANTS' NOTICE OF
MOTION AND MOTION TO
DISMISS**

Date: August 5, 2026
Time: 1:30 p.m.
Place: Courtroom 5D (5th Fl.)
350 W. First Street
Los Angeles, CA 90012

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on August 5, 2026 at 1:30 p.m. or as soon
3 thereafter as the matter may be heard before the Honorable Serena Murillo, in
4 Courtroom 5D (5th Fl.) of the First Street U.S. Courthouse, 350 West First Street,
5 Los Angeles, CA 90012, Defendants Taylor Swift, TAS Rights Management, LLC,
6 UMG Recordings, Inc., and Bravado International Group Merchandising Services
7 Inc. (together “Defendants”), will and hereby do move to dismiss the Complaint filed
8 by Plaintiff Maren Flagg (“Plaintiff”), pursuant to Federal Rules of Civil Procedure
9 12(b)(6) and 12(b)(2).

10 This Motion is made on the following grounds:

11 1. **Fed. R. Civ. P. 12(b)(6) (All Defendants).** Plaintiff’s Complaint
12 should be dismissed for its failure to state a claim upon which relief can be granted.
13 As a threshold matter, Plaintiff’s impermissible shotgun pleading fails to identify
14 facts supporting the alleged actions of each individual defendant in violation of Fed.
15 R. Civ. P. 8. Plaintiff further fails to plausibly allege any likelihood of confusion
16 between Plaintiff’s services in connection with her trademark and *The Life of a*
17 *Showgirl* album (the “Album”) and related promotional material. And, Plaintiff’s
18 California Unfair Competition Law (“UCL”) claim fails as a matter of law because
19 (1) Plaintiff seeks to impermissibly apply it extraterritorially, despite no factual
20 allegations that the complained of conduct emanated from California or resulted in
21 harm to Plaintiff in California; and (2) Plaintiff fails to plead any anti-competitive
22 acts as required under the UCL “unfair” prong.

23 2. **Fed. R. Civ. P. 12(b)(2) (Defendants Taylor Swift and TAS Rights**
24 **Management, LLC).** Plaintiff’s Complaint should also be dismissed as to Ms. Swift
25 and TAS Rights Management, LLC because Plaintiff has failed to allege sufficient
26 facts supporting personal jurisdiction in this Court. Plaintiff’s allegations fail to
27 establish general or specific jurisdiction over these Defendants and are further
28 refuted by documentary and testimonial evidence.

1 In support of the Motion, Defendants also submit the accompanying Request
2 for Judicial Notice (“RJN”), which asks that the Court take notice of generally
3 known public materials not subject to reasonable dispute that are relevant to the
4 instant Motion, including dictionary definitions, United States Patent and Trademark
5 Office (“USPTO”) materials, images of the Album and related promotional
6 materials, website printouts, Federal Court records, and Federal Court Management
7 Statistics. In the RJN, Defendants detail authority for why judicial notice of each
8 item is proper at the motion to dismiss stage.

9 Additionally, pursuant to Local Rule 7-3, enclosed herewith is the Declaration
10 of Katherine Wright Morrone which details Defendants’ efforts to satisfy the local
11 rule meet and confer requirements.

12 A proposed order granting Defendants’ Motion is simultaneously submitted
13 to the Court pursuant to L.R. 5-4.4. and the Court’s Standing Order for Civil Cases
14 Section III.C.

15 Dated: May 26, 2026

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16
17
18 By: /s/ Max N. Wellman

Max. N. Wellman
J. Douglas Baldrige
Katherine Wright Morrone

19
20 Attorneys for Defendants Taylor Swift,
21 TAS Rights Management, LLC, UMG
22 Recordings, Inc., Bravado International
23 Group Merchandising Services Inc.
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MEMORANDUM OF POINTS AND AUTHORITIES

Pursuant to Federal Rules of Civil Procedure 12(b)(6) and 12(b)(2), Defendants Taylor Swift (“Ms. Swift”); TAS Rights Management, LLC (“TASRM”); UMG Recordings, Inc. (“UMG”); and Bravado International Group Merchandising Services Inc. (“Bravado”) (collectively, “Defendants”), respectfully move for an Order dismissing Plaintiff Maren Flagg’s Complaint (Dkt. 1).

Plaintiff brings federal trademark and California unfair competition claims based on her trademark CONFESSIONS OF A SHOWGIRL (“Mark”), complaining about the title and associated promotional goods related to Taylor Swift’s twelfth studio album, titled *The Life of a Showgirl* (the “Album”). As explained in Defendants’ Opposition to Plaintiff’s Motion for a Preliminary Injunction (“PI Opp.”), the premise of Plaintiff’s reverse confusion claims—that consumers will believe Plaintiff’s cabaret-style goods and services are affiliated with or sponsored by Ms. Swift—is absurd. Indeed, this lawsuit is merely Plaintiff’s latest attempt to generate publicity by associating herself with Ms. Swift. Unsurprisingly, the claims asserted by Plaintiff are unsupported, fail as a matter of law, and should be barred.

As a threshold matter, the Complaint is a shotgun pleading that impermissibly relies on conclusory, vague, and undifferentiated allegations against all Defendants. Plaintiff repeatedly refers to the Defendants—Ms. Swift, TASRM, UMG, and Bravado—collectively in her allegations without specifying which Defendant(s) are responsible for any particular act, despite their highly distinct roles in the music industry, and in the creation and distribution of Ms. Swift’s art. Thus, the Complaint fails to give notice of any specific misconduct allegedly attributable to each Defendant, fails to satisfy Federal Rule of Civil Procedure 8, and must be dismissed.

In addition to this pleading flaw, Plaintiff fails to allege facts supporting any likelihood of confusion between Plaintiff’s Mark and Defendants’ Album or related promotional goods, warranting dismissal of her Lanham Act and California Unfair

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1 Competition Law (“UCL”) claims.¹ Plaintiff’s UCL claim also fails as a matter of
2 law because Plaintiff: (1) seeks to impermissibly apply it extraterritorially against
3 Defendants when Plaintiff is not a resident of California and she does not allege facts
4 supporting that any complained of conduct emanated from California or harmed her
5 there; and (2) fails to plead anti-competitive facts as required for a UCL claim under
6 the “unfair” prong.

7 Finally, even if Plaintiff could plausibly state a claim, this Court does not have
8 personal jurisdiction over Ms. Swift or TASRM. Plaintiff’s conclusory allegations of
9 nationwide commercial activity (rather than any forum-specific conduct purposefully
10 directed at California) are insufficient. Plaintiff does not allege acts showing that Ms.
11 Swift or TASRM expressly aimed conduct at the forum giving rise to Plaintiff’s
12 claims, nor does she establish the required nexus between any alleged forum contacts
13 and the asserted causes of action. Thus, exercising personal jurisdiction over Ms.
14 Swift or TASRM in this Action would violate due process.

15 Plaintiff’s pleading failures are inescapable and doom her purported claims.
16 The Complaint should be dismissed.

17 **FACTUAL BACKGROUND AND ALLEGATIONS**²

18 **A. Plaintiff’s Alleged Trademark and Services**

19 Plaintiff Maren Flagg p/k/a Maren Wade is a performer and a resident of
20 Nevada. Compl. ¶ 23. She does not claim to be a resident of California, to have ever
21 performed in California, or to be related to California in any way. She currently owns
22 U.S. Trademark Registration No. 4800625 for CONFESSIONS OF A SHOWGIRL

23 _____
24 ¹ For purposes of this Motion, Defendants address fundamental pleading deficiencies
25 primarily involving Lanham Act likelihood of confusion and jurisdiction. Should this
26 case continue, the fact that the Album and its associated promotional goods are
expressive works subject to protection under *Rogers v. Grimaldi* will be further
addressed for the Court’s decision. Given the obvious pleading failures noted herein,
Defendants do not reach the complex *Rogers* analysis here.

27 ² For purposes of this Motion only, Defendants accept the non-conclusory, factual
28 allegations in the Complaint as true. As recently detailed in the PI Opp., many of
Plaintiff’s allegations are unequivocally wrong. *See* Dkt. 40.

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1 (“Mark”) with respect to blogs, theatrical productions, and television programs in
2 Class 41. *Id.* ¶ 41; *see* RJN at Ex. 6. She has allegedly used the Mark since
3 approximately 2014 in a written column, a “live theatrical production,” a book, a
4 podcast, televised video content, YouTube, and social media. Compl. ¶¶ 32-33, 37.
5 Although Plaintiff broadly claims she performs “across the United States” for
6 “thousands,” the Complaint does not identify the frequency, scale, or current status of
7 those performances beyond a single alleged performance in January 2026. *Id.* ¶ 34.
8 Plaintiff does not allege facts supporting where and when (or even if) her book,
9 podcast, or digital content were or are distributed. *Id.* ¶ 37.³ The Complaint is devoid
10 of any images or exhibits depicting how Plaintiff’s Mark appears to consumers in
11 connection with her alleged goods/services. And, Plaintiff does not allege she has ever
12 distributed apparel, or indeed any physical goods (besides a book) in connection with
13 her Mark.

14 Despite this pervasive lack of facts, Plaintiff generally claims that Defendants’
15 use of “*The Life of a Showgirl*” in connection with the Album and promotional
16 merchandise is likely to cause reverse confusion, and asserts without any cognizable
17 basis that consumers may believe Plaintiff’s services are affiliated with or derived from
18 Defendants. *Id.* ¶¶ 66-69. Plaintiff’s only allegations on this front is that Defendants’
19 commercial scale and reach have “overwhelmed” her mark and impaired her ability to
20 control her brand, with zero facts supporting actual confusion. *Id.* ¶¶ 53, 57, 68.

21 **B. Plaintiff Is One of Many Using “CONFESSIONS OF A,” “OF A**
22 **SHOWGIRL,” and/or “SHOWGIRL”**

23 Plaintiff’s allegations completely ignore marketplace and legal realities,
24 including the extensive use of “Confessions of a” as well as “of a showgirl” by brands

25 ³ As explained in the PI Opp., Plaintiff has no currently scheduled performances, her
26 book is unavailable, there is not a single podcast episode available despite Plaintiff
27 releasing a podcast “teaser” over nine months ago, and she has not posted any digital
28 content since September 2025 other than social media content in which she
repeatedly attempts to associate herself with Ms. Swift / the Album through
unauthorized use of Ms. Swift’s intellectual property. Dkt. 40 at 3, 5-6.

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1 and artists across the country. Plaintiff’s Mark uses common dictionary terms (RJN at
2 Exs. 1, 2, and 3), and a commonly-registered phrase with the U.S. Patent & Trademark
3 Office (“USPTO”). For example, the following U.S. Registrations (among others)
4 containing “CONFESSIONS OF A” presently co-exist with Plaintiff’s Mark in Class
5 41: CONFESSIONS OF AN SEO; CONFESSIONS OF A CEO WITH KELCI
6 BORGES; CONFESSIONS OF A FOUNDER; and CONFESSIONS OF A
7 HAIRSTYLIST. *See* RJN at Ex. 4. Likewise, there are many U.S. Registrations co-
8 existing with the Mark containing “SHOWGIRL” for entertainment services (Class
9 41). RJN at Ex. 5 (discussing SHOWGIRL OF THE YEAR; YOU SHOWGIRL; and
10 SHOWGIRL NEEK).

11 Notably, these U.S. Registrations are just the tip of the iceberg, and are in
12 addition to numerous other third-party uses of “CONFESSIONS OF A,”
13 “SHOWGIRL,” and “OF A SHOWGIRL” in the entertainment industry. Co-existing
14 with Plaintiff’s Mark, third parties have used many variations of these phrases for
15 entertainment-related endeavors for years. RJN at Exs. 14-23 (discussing DEATH OF
16 A SHOWGIRL, PORTRAIT OF A SHOWGIRL, THE LAST SHOWGIRL,
17 CONFESSIONS OF A VEGAS SHOWGIRL, CONFESSIONS OF A
18 SHOPAHOLIC, and CONFESSIONS OF A DANGEROUS MIND, among others).
19 Plaintiff does not allege that the phrases in her Mark are unique to her and fails to
20 account for a field full of co-existing marks.

21 **C. Lack of Facts Regarding the Actions of Each Defendant**

22 Plaintiff’s Complaint is largely devoid of specific factual allegations as to each
23 Defendant. Those facts that were alleged are summarized below.

24 **Conclusory Allegations as to Ms. Swift.** Plaintiff alleges that Ms. Swift is an
25 individual residing in California. Compl. ¶ 24. As explained below, that is
26 demonstrably wrong; Ms. Swift is a resident of, and domiciled in, Tennessee.
27 Plaintiff also alleges (incorrectly) that Ms. Swift, “directs substantial commercial
28 activity from this District, including recording, production, and management of her

1 entertainment projects, through facilities and business relationships located in Los
2 Angeles County” (*id.* ¶ 17) and that Ms. Swift owns one property in California. *Id.*
3 Even if these allegations were true (nearly all are not), none describes actions taken
4 in relation to the Album, its associated promotional goods, or the claims Plaintiff
5 asserts.

6 **Conclusory Allegations as to TASRM.** TASRM is a Tennessee limited
7 liability company with its principal place of business in Tennessee. *Id.* ¶ 25. Plaintiff’s
8 allegations related to TASRM focus on the company conducting business in California
9 generally, with vague reference to licensing Ms. Swift’s entertainment projects. *Id.* ¶
10 18. Plaintiff alleges that TASRM “licenses intellectual property” associated with Ms.
11 Swift’s projects (*id.* ¶ 25), but does not actually allege TASRM has a licensing
12 relationship with any of the other Defendants, or any third party for that matter, with
13 respect to the Album or any use of *The Life of a Showgirl*. Plaintiff makes a conclusory
14 allegation that “TAS authorized, directed, and controlled the use of the designation as
15 a trademark across goods and services” (*id.* ¶ 42) without any supporting facts. Plaintiff
16 does not allege TASRM sold any Albums or promotional goods in California.

17 **Bare Bones Allegations as to UMG.** UMG is a Delaware Corporation with
18 its principal place of business in Santa Monica, California. *Id.* ¶ 26. Plaintiff alleges
19 that UMG “directs and participates in the commercial exploitation of goods
20 associated with THE LIFE OF A SHOWGIRL” (*id.* ¶¶ 19, 42), but does not specify
21 or describe what goods UMG is alleged to have been involved with or how it
22 “commercially exploited” them.

23 **Bare Bones Allegations as to Bravado.** Bravado is a California corporation
24 with its principal place of business in Santa Monica, California. *Id.* ¶ 27. Plaintiff
25 alleges that Bravado is “responsible for the design, manufacture, and sale of goods
26 bearing THE LIFE OF A SHOWGIRL” (*id.* ¶¶ 20, 42), but again does not specify or
27 describe what goods Bravado is alleged to have been involved with or where or how
28 this alleged conduct occurred.

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1 **Conclusory Allegations as to “Defendants” Generally.** The Complaint lumps
2 all Defendants together without specifying which entity engaged in which conduct.
3 For example, Plaintiff alleges that “Defendants” used *The Life of A Showgirl* in
4 connection with, among other things, consumer goods, including drinkware, candles,
5 and apparel, and offered such goods for sale through retail and online channels, but
6 provides no facts supporting which Defendant is involved in such actions (let alone
7 which retail or online channels each Defendant purportedly offered goods through).
8 *Id.* ¶¶ 43-45. In total, Plaintiff impermissibly lumps Defendants together over 90 times.

9 **Inaccurate Application Allegations.** Plaintiff makes several inaccurate
10 statements regarding the USPTO public record for U.S. Trademark Application Serial
11 No. 99331566 (“Application”) covering potential uses of THE LIFE OF A
12 SHOWGIRL. Compl. ¶¶ 49-50. While the Complaint alleges that “Defendants” filed
13 the Application (*id.* ¶ 49), the Application was filed solely by TASRM, on an intent
14 to use basis, meaning TASRM did not represent to the USPTO that it was using THE
15 LIFE OF A SHOWGIRL in commerce, and did not submit any specimen of use, for
16 any of the applied-for services or goods. RJN at Ex. 8.

17 On November 5, 2025, the USPTO issued a “NONFINAL OFFICE ACTION”
18 identifying certain purported deficiencies in the application to be adjusted or overcome
19 before a trademark registration would issue. RJN at Ex. 9. A Nonfinal Office Action
20 is exactly what it sounds like, not final, and allows the applicant to submit materials to
21 cure any perceived defects, often resulting with a registration issuing.⁴ The Complaint
22 omits that the Office Action was expressly nonfinal, and instead characterizes it simply
23 as a “refusal,” without acknowledging that such actions are preliminary, subject to
24 response, and do not constitute any final determination. Compl. ¶¶ 50, 52. The
25 Complaint further fails to recognize that the Nonfinal Action is partial, and does not

26 _____
27 ⁴ RJN at Ex. 7 (“If your response satisfies each legal problem in the nonfinal office
28 action and doesn’t raise any new problems, your application will proceed toward
registration.”).

1 even concern goods or services in the vast majority of the Application’s classes (*i.e.*
2 14, 15, 16, 18, 20, 21, 24, 25, 26, 28, or 35). RJN at Ex. 9. While Plaintiff is correct
3 that the Application is currently voluntarily suspended (Compl. ¶ 50 n.2), she ignores
4 that when the suspension concludes, TASRM will have the opportunity to
5 substantively respond to the USPTO’s preliminary Office Action. RJN at Exs. 7, 10.

6 **LEGAL STANDARDS**

7 To survive Defendants’ Motion to Dismiss under Rule 12(b)(6), Plaintiff must
8 plead facts to show entitlement to relief and must plead “more than labels and
9 conclusions” or a formulaic recitation of the elements of a cause of action. *Voyager*
10 *Indem. Ins. Co. v. Goldsmith*, 733 F. Supp. 3d 905, 914 (C.D. Cal. 2024) (quoting
11 *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007)). If not, Plaintiff’s Complaint
12 must be dismissed. *Caltex Plastics, Inc. v. Lockheed Martin Corp.*, 824 F.3d 1156,
13 1159 (9th Cir. 2016). In evaluating a Rule 12(b)(6) motion, the Court may consider
14 Complaint allegations, documents incorporated therein or otherwise integral to the
15 claim, and facts subject to judicial notice. *Haas Automation, Inc. v. Steiner*, 750 F.
16 Supp. 3d 1107, 1115 (C.D. Cal. 2024) (citing *Tellabs, Inc. v. Makor Issues & Rights,*
17 *Ltd.*, 551 U.S. 308, 322 (2007)). Where a complaint (like Plaintiff’s) alleges
18 infringement, but does not provide images of how the complained of conduct appears
19 to consumers, courts have taken judicial notice of the allegedly infringing materials
20 by way of incorporation by reference. *See, e.g., Haas*, 750 F. Supp. 3d at 1115.

21 Further, under Rule 8(a)(2), a complaint must provide “a short and plain
22 statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P.
23 8(a)(2). A complaint (like Plaintiff’s) that violates Rule 8(a)(2) is known as a
24 “shotgun pleading,” which “fail[s] . . . to give the defendants adequate notice of the
25 claims against them and the grounds upon which each claim rests.” *Gibson v. City of*
26 *Portland*, 165 F.4th 1265, 1289 (9th Cir. 2026) (citing case). Dismissal of a shotgun
27 pleading is appropriate under Rule 12. *Davis v. Ibrahim*, 2021 WL 6618746 at *2
28 (C.D. Cal. Nov. 16, 2021).

1 If the Court lacks personal jurisdiction over any defendant, dismissal as to said
2 defendant is required. Fed. R. Civ. P. 12(b)(2). Jurisdiction over each defendant must
3 be analyzed separately and must exist for each claim asserted. *Sec. Alarm Fin. Enters.,*
4 *L.P. v. Nebel*, 200 F. Supp. 3d 976, 984 (N.D. Cal. 2016) (quoting Ninth Circuit
5 precedent). In analyzing the Motion for lack of personal jurisdiction, Plaintiff “bears
6 the burden of demonstrating that jurisdiction is appropriate.” *Schwarzenegger v. Fred*
7 *Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004) (internal citations omitted).

8 **ARGUMENT**

9 **I. The Complaint Should Be Dismissed Pursuant to Rule 12(b)(6).**

10 Plaintiff fails to state a claim upon which relief can be granted on several
11 independent bases. The Complaint should be dismissed in its entirety.

12 **A. The Complaint is a Shotgun Pleading That Fails to Identify Which
13 Defendant Allegedly Engaged in Wrongful Conduct.**

14 Plaintiff’s shotgun pleading—improperly asserting claims against all
15 “Defendants” collectively—violates Rule 8(a)(2) warranting dismissal. A telltale
16 sign of an impermissible shotgun pleading (like Plaintiff’s) is the use of “Defendants”
17 collectively throughout the pleading “without identifying what the particular
18 defendants specifically did wrong.” *Martinez v. Robinhood Crypto, LLC*, 2023 WL
19 2836792, at *4 (C.D. Cal. Feb 28, 2023) (citing *Morris v. Sun Pharma Glob., Inc.*,
20 2021 WL 3913191 (C.D. Cal. May 13, 2021)). Courts routinely dismiss complaints
21 on this basis. *See, e.g., Culinary Studios, Inc. v. Newsom*, 517 F. Supp. 3d 1042, 1075
22 (E.D. Cal. 2021) (dismissing shotgun pleading where plaintiff lumped defendants
23 together); *Barboza v. Mercedes-Benz USA LLC*, 2022 WL 17978408, at *7 (E.D. Cal.
24 Dec. 28, 2022) (same).

25 Here, Plaintiff repeatedly refers to the Defendants—Ms. Swift, TASRM,
26 UMG, and Bravado—collectively in her allegations of infringement without
27 specifying which Defendant(s) are responsible for any particular act, despite their
28 highly distinct roles in the music industry and in the creation and distribution of Ms.
Swift’s work. *See, e.g. Compl.* ¶¶ 64, 65, 67, 70-72, 75, 79-84, 86, 89-90, 92-95. For

1 example, Plaintiff alleges “Defendants” operated an online store, used THE LIFE OF
2 A SHOWGIRL on apparel items, and worked with third party national brands⁵—but
3 fails to specify which Defendant engaged in any of these purported acts. *Id.* ¶¶ 43,
4 46, 47. Plaintiff also alleges “Defendants” “purposefully directed commercial
5 activities toward California, including the sale of goods bearing THE LIFE OF A
6 SHOWGIRL,” but again fails to specify which Defendant actually engaged in that
7 alleged conduct. *Id.* ¶ 16. By lumping all Defendants together and failing to identify
8 who allegedly did what, Plaintiff fails to give adequate notice of the specific
9 misconduct allegedly attributable to each Defendant. Plaintiff’s shotgun Complaint
10 should be dismissed accordingly. *Culinary Studios*, 517 F. Supp. 3d at 1075;
11 *Barboza*, 2022 WL 17978498, at *7.

12 **B. The Complaint Fails to Plausibly Allege Likelihood of Confusion**

13 Plaintiff utterly fails to plausibly allege likelihood of confusion—an essential
14 element of her Lanham Act claims. 15 U.S.C. § 1114(1)(a), 15 U.S.C. § 1125. To
15 state a claim, Plaintiff must allege facts showing that reasonably prudent consumers
16 are likely to be confused as to the source, sponsorship, or affiliation of the goods and
17 services at issue. *See Murray v. Cable Nat’l Broad. Co.*, 86 F.3d 858, 861 (9th Cir.
18 1996) (affirming dismissal of trademark infringement claim for failure to allege
19 plausible likelihood of consumer confusion). When, as here, reverse confusion is
20 alleged, Plaintiff must also show that reasonably prudent consumers are likely to
21 believe that Defendants—rather than Plaintiff—are the source of Plaintiff’s services. *Id.*
22 “If the court determines as a matter of law from the pleadings that the goods are
23 unrelated and confusion is unlikely, the complaint should be dismissed.” *Id.* at 860
24 (citing *Toho Co. Ltd. v. Sears, Roebuck & Co.*, 645 F.2d 788, 790–91 (9th Cir. 1981)).
25 Courts have dismissed claims where: (1) the designs or marks are “obviously

26 _____
27 ⁵ For the sake of clarity, with just one exception, the list of “national brands” Plaintiff
28 cites in support of this allegation is not accurate and based on unfounded
presumptions.

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1 dissimilar”; (2) the designs or marks are placed on products consumed by different
2 groups of purchasers or marketed through different marketing channels; or (3) the
3 goods or services are unrelated. *Pocket Socks, Inc. v. Louis Vuitton N. Am., Inc.*, 2025
4 WL 1239348, at *3 (S.D. Cal. Apr. 29, 2025) (citing cases) (dismissing infringement
5 claims). All of these bases apply here.

6 **Plaintiff’s Alleged Goods/Services Are Dissimilar to the Album and Its**
7 **Promotional Goods.** Plaintiff fails to provide facts supporting that reasonably prudent
8 consumers are likely to be confused between her Mark and Ms. Swift’s Album title–
9 let alone that they would mistakenly believe Defendants are the source of Plaintiff’s
10 services or vice versa. Put simply, a comparison between Plaintiff’s goods/services
11 and Defendants’ Album and promotional goods cannot support a likelihood of
12 confusion as a matter of law. Taking Plaintiff’s allegations as true, in connection with
13 *The Life of A Showgirl*, Defendants have released a musical Album, “drinkware,
14 candles, personal care accessories, and apparel.” Compl. ¶¶ 43-44. Plaintiff, on the
15 other hand, alleges that she has offered a theatrical production, book, podcast, and
16 video content. *Id.* ¶ 3. She does not allege she has ever sold **any** of the products
17 Defendants sell, nor does she allege that she has released musical albums or performed
18 musical concerts. Unsurprisingly, Plaintiff further fails to allege facts supporting that
19 any of the goods or services offered by herself or Ms. Swift are related in the minds of
20 consumers. *See, e.g., Performance Designed Prods. LLC v. Plantronics, Inc.*, 2019
21 WL 3082160, at *5 (S.D. Cal. July 15, 2019) (dismissing for failing to plead facts of
22 likelihood of confusion even where the products used virtually identical designs).

23 **The Alleged Channels of Trade Are Dissimilar.** Plaintiff’s alleged channels
24 of trade, including performances at “New York City’s Laurie Beechman Theatre and
25 Myron’s at The Smith Center in Las Vegas,” publication in a *Las Vegas Weekly*
26 column, and marketing materials offered on her website, social media, and podcast
27 teaser (Compl. ¶¶ 3, 32, 38), further undermine any likelihood of confusion. Plaintiff
28 not only fails to identify when these performances and media placements took place,

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1 but she fails to plead that Defendants have marketed or sold anything related to the
2 Album in connection with those venues or publications. Instead, the only allegation as
3 to where Defendants have offered the Album and promotional goods is “across retail
4 channels.” *Id.* ¶ 6. Plaintiff then baldly proclaims, without supporting facts, that those
5 retail channels are “directed at the same audience” Plaintiff has cultivated. *Id.* The
6 Complaint only alleges Plaintiff maintains an online presence through the website
7 www.confessionsofashowgirl.com, and provides no information as to her alleged
8 “audience.” *Id.* ¶ 38. Plaintiff alleges Defendants offer the Album and promotional
9 goods on “Defendants’ online store”, but purposely omits the URL for the website:
10 www.store.taylorswift.com (which includes “TAYLOR SWIFT” emblazoned on the
11 front of the webstore), making it unmistakably clear who Defendants’ goods are
12 affiliated with. RJN at Exs. 12, 13. Plaintiff has alleged no facts supporting that her
13 alleged performances, podcast, or book are sold or marketed in any of the same
14 channels as the Album or its promotional goods.

15 **Plaintiff’s Mark and the Album Are Dissimilar to Consumers.** Plaintiff
16 relies heavily on purported similarity between “CONFESSIONS OF A SHOWGIRL”
17 and “*The Life of a Showgirl*,” alleging that the similarity is “immediate” and that they
18 share a “dominate phrase” and “overall commercial impression.” Compl. ¶ 7. These
19 are conclusory assertions, unsupported by factual allegations regarding how
20 consumers encounter or perceive the phrases in the marketplace. Tellingly, Plaintiff
21 omits any photographs or descriptions of how her Mark or the *Album* and
22 corresponding promotional goods actually appear to consumers. Courts have
23 dismissed trademark infringement claims for failure to allege facts supporting
24 likelihood of confusion even where they contained a good deal more information about
25 the alleged marks than here. *See, e.g., Pocket Socks*, 2025 WL 1239348, at *5
26 (dismissing claims involving two sock products where plaintiff failed to allege facts
27 supporting likelihood of confusion even where photographs of products were
28 provided); *Nasser v. Julius Samann, Ltd.*, 2020 WL 10457001, at *2 (S.D. Cal. Aug.

28, 2020) (even “side-by-side photographs . . . are not by themselves sufficient to establish likelihood of confusion”).

When actually viewing Plaintiff’s Mark and the Album and its promotional goods, it is clear they are dissimilar. Specifically, they differ as to dominant terms, meaning, font, coloration, spacing, and overall commercial impression as depicted below. *See* RJN at Exs. 1, 2, 3, 6, 11, 12, and 13.

Album Branding	Plaintiff’s Historical Branding
	

Plaintiff’s Allegations Regarding Actual Confusion Are Conclusory.

Plaintiff asserts that “multiple instances of actual consumer confusion have been documented across public platforms” (Compl. ¶ 68), but provides no examples or details of the alleged confusion. Such vague allegations are insufficient to plausibly establish likelihood of confusion. *Applied Underwriters, Inc. v. Lichtenegger*, 913 F.3d 884, 897 (9th Cir. 2019) (affirming dismissal where the complaint contained “only scant, conclusory allegations of consumer confusion”). Nor does the Complaint adequately plead reverse confusion. Although Plaintiff alleges that Defendants’ scale may “overwhelm” her brand (Compl. ¶ 70), she crucially does *not* allege facts showing that an appreciable number of consumers believe Defendants are the source of Plaintiff’s cabaret performances, or vice versa.

Plaintiff’s reliance on the USPTO’s purported “refusal” to register Defendants’ mark does not support her claims of confusion here. The Complaint asserts that the “USPTO itself confirmed the conflict when it refused Defendants’ application on the ground of likelihood of confusion” (*id.* ¶ 71), but omits the critical facts that this was

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1 (1) merely a non-final Office Action, (2) related to an intent-to-use trademark where
2 no specimens of use were submitted, and (3) the USPTO explicitly did not find a
3 likelihood of confusion between Plaintiff’s Mark and the majority of the
4 goods/services covered in the Application. RJN at Exs. 8, 9, 10. Plaintiff’s attempt to
5 dress up a non-final Office Action into dispositive proof of a likelihood of confusion
6 not only fails as a matter of law, but also highlights Plaintiff’s lack of plausible facts
7 to support consumer confusion and, further, her fundamental misunderstanding of
8 trademark law and USPTO procedure.

9 In sum, Plaintiff’s allegations simply amount to formulaic recitations of the
10 likelihood of confusion element of a trademark infringement claim without any facts
11 to support them. This is insufficient, and Plaintiff’s claims should be dismissed.

12 **C. Plaintiff’s UCL Claim Fails As a Matter of Law**

13 Plaintiff’s allegations fail to state a claim under California’s Unfair
14 Competition Law (“UCL”). A UCL claim requires Plaintiff to allege an “unlawful,
15 unfair, or fraudulent business act or practice” that causes her to have “suffered injury
16 in fact” and “lost money or property.” Cal. Bus. & Prof. Code §§ 17200, 17204. Here,
17 Plaintiff alleges “unlawful” and “unfair” conduct, but fails to plausibly allege any
18 anticompetitive activity required for an unfair claim⁶ and improperly attempts to
19 impose liability for conduct and injury that allegedly occurred outside of California.
20 Plaintiff’s UCL claim must be dismissed.

21 1. The UCL Does Not Apply Extraterritorially

22 Plaintiff has failed to allege actions taken by Defendants in California
23 sufficient to state a claim under the UCL. Courts routinely reject UCL claims where
24

25 ⁶ Plaintiff’s “unlawful” UCL claim is based solely upon alleged conduct related to
26 violation of the Lanham Act; thus, if the Court finds she has failed to state Lanham
27 Act claims, the UCL claim must also be dismissed. *Obesity Rsch. Inst., LLC v. Fiber*
28 *Rsch. Int’l, LLC*, 165 F. Supp. 3d 937, 953 (S.D. Cal. 2016) (“When a statutory claim
fails a derivative UCL claim also fails.”); *see also Sybersound, Inc. v. UAV Corp.*,
517 F.3d 1137, 1151–53 (9th Cir. 2008) (affirming dismissal of UCL claim where
plaintiff failed to plead underlying federal statutory claim).

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1 the alleged misconduct and/or injury occur outside California or where the complaint
2 fails to tie the challenged conduct to the state. *See, e.g., Aliya Medicare Fin. LLC v.*
3 *Nickell*, 156 F. Supp. 3d 1105, 1139 (C.D. Cal. 2015) (dismissing claim by Nevada
4 plaintiff where facts were absent tying the unlawful practices to California); *Ice*
5 *Cream Distribs. of Evansville, LLC v. Dreyer’s Grand Ice Cream Holdings, Inc.*,
6 2010 WL 3619884, at *8 (N.D. Cal. Sep. 10, 2010) (dismissing claim where
7 misconduct and injury occurred outside California); *see also Warner v. Tinder Inc.*,
8 105 F. Supp. 3d 1083, 1096-97 (C.D. Cal. 2015) (dismissing claim where non-
9 California plaintiff did not adequately allege facts that the purported misconduct
10 “emanated from” the state). Here, Plaintiff does not allege facts to plausibly support
11 that any relevant conduct “emanated from” or caused injury in California. At most,
12 she alleges that Defendants conduct business in California and that products may
13 reach consumers there (Compl. ¶¶ 16, 21); that is woefully insufficient.

14 First, Plaintiff is a Nevada resident. *Id.* ¶ 23. Thus, any purported injury to her
15 took place outside California. Second, the Complaint does not allege facts supporting
16 the notion that the relevant conduct was “conceived, reviewed, approved, [or]
17 controlled” in California as to each Defendant as required to state a UCL claim. *See*
18 *Cannon v. Wells Fargo Bank, N.A.*, 917 F. Supp. 2d 1025, 1056 (N.D. Cal. 2013)
19 (finding mere possibility that decisions may have been made in California does not
20 establish that conduct emanated from the state); *Warner*, 105 F. Supp. 3d at 1097
21 (similar). Plaintiff’s allegations that Defendants engaged in California-based sales or
22 participated in unspecified “coordinated activities” purportedly “directed and
23 controlled” in part by entities with a California presence (UMG and Bravado) are
24 entirely conclusory and do not identify where the alleged misconduct actually
25 occurred or “emanated” from. Compl. ¶¶ 21-22; *see Gustafson v. BAC Home Loans*
26 *Serv’g, LP*, 2012 WL 4761733, at *5-6 (C.D. Cal. Apr. 12, 2012) (holding allegation
27 that defendants’ scheme was devised, implemented, and directed from their offices
28 in California was too conclusory and that the mere possibility decisions were made

1 in California does not justify application of the UCL).

2 The allegations that UMG and Bravado have a California presence does not
3 change this conclusion. *See Cannon*, 917 F. Supp. 2d at 1055–56; *Warner*, 105 F.
4 Supp. 3d at 1096–97. Nowhere does Plaintiff allege that decisions related to “the
5 commercial exploitation of goods associated with THE LIFE OF A SHOWGIRL”
6 (Compl. ¶¶ 19, 26 (UMG)) occurred in California. Nor does Plaintiff allege that any
7 decision or act related to the “design, manufacture, or sale of goods bearing THE
8 LIFE OF THE SHOWGIRL designation” (*id.* ¶¶ 20, 27 (Bravado)) occurred in
9 California. Plaintiff simply does not allege that the decisions to engage in the
10 complained of conduct were made in California.

11 Plaintiff’s UCL claim is even more deficient as to Ms. Swift and TASRM.
12 There are no factual allegations that any relevant decisions or conduct by Ms. Swift
13 or TASRM occurred in California. TASRM is a Tennessee company that does
14 business from Tennessee (Compl. ¶ 25) and has no specific connection (alleged or
15 otherwise) to California, let alone to the complained of conduct. Ms. Swift is
16 domiciled in Tennessee (RJN at Ex. 24 ¶ 3), and the Complaint does not provide any
17 nexus between Ms. Swift allegedly owning a property in California (Compl. ¶ 17)
18 and Plaintiff’s UCL claim.⁷ Alleged affiliation with entities connected to California
19 also does not establish that Ms. Swift or TASRM engaged in conduct emanating from
20 California, particularly where the Complaint fails to connect any specific acts by
21 those Defendants to the forum. *Cannon*, 917 F. Supp. 2d at 1056 (requiring
22 allegations identifying where conduct occurred). Plaintiff has failed to allege facts
23 supporting that the complained of conduct was undertaken by any Defendant in
24 California or caused harm to her in California. Because the UCL does not apply
25 extraterritorially, it should be dismissed.

26
27 ⁷ Plaintiff claims that Ms. Swift is a California resident. Compl. ¶ 24. As explained,
28 that is not true. However, even if it was, Plaintiff has not tied that purported residency
to any relevant complained of conduct.

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1 2. Plaintiff’s “Unfair” Allegations Fail to State a Claim

2 Plaintiff alleges that Defendants’ conduct is “unfair” within the meaning of the
3 UCL (Compl. ¶ 90), but has plead zero facts supporting that assertion. Under the
4 UCL, “unfair” means conduct that “threatens an incipient violation of an antitrust
5 law, or violates the policy or spirit of one of those laws . . . or otherwise significantly
6 threatens or harms competition.” *Cel-Tech Commc’m, Inc. v. Los Angeles Cellular*
7 *Tel. Co.*, 20 Cal. 4th 163, 187 (1999). “Acts that violate the spirit of the antitrust laws
8 include ‘horizontal price fixing, exclusive dealing, or monopolization.’” *Obesity*
9 *Rsch. Inst., LLC v. Fiber Rsch. Int’l, LLC*, 165 F. Supp. 3d 937, 953-54 (S.D. Cal.
10 2016) (dismissing UCL claim predicated on Lanham Act violations where Plaintiff’s
11 only alleged harm was to its own commercial interests) (citation omitted).

12 Plaintiff pleads no such conduct, and instead rests her unfair theory on
13 conclusory allegations that Defendants’ conduct “offends established public policy
14 embodied in state and federal trademark law . . . to obtain an unfair competitive
15 advantage over Plaintiff.” Compl. ¶¶ 91-92. This is precisely the type of ambiguous
16 allegation California courts have found insufficient to state a claim. *Cel-Tech*, 20 Cal.
17 4th at 185; *see also Sybersound Records, Inc. v. UAV Corp.*, 517 F.3d 1137, 1153
18 (9th Cir. 2008) (dismissing UCL claim where Plaintiff failed to plead an act that
19 would be an incipient violation of antitrust law). Moreover, Plaintiff’s alleged injury
20 is the “impairment of her ability to control and expand the CONFESIONS OF A
21 SHOWGIRL brand, loss of exclusive control over the mark’s source-identifying
22 function in the marketplace, and displacement of her brand in the digital channels
23 through which she reaches her audience and generates revenue.” Compl. ¶ 93. Even
24 if valid, every one of these allegations describes harm to Plaintiff as an individual;
25 none alleges harm to competition itself as required by the UCL. *See Obesity Rsch.*
26 *Inst.*, 165 F. Supp. 3d at 953.

27 Plaintiff has failed to adequately allege “unfair” conduct by any Defendant.
28 This portion of Plaintiff’s UCL claim should be dismissed.

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1 **II. The Court Lacks Personal Jurisdiction Over Ms. Swift and TASRM**
2 Plaintiff has not shown that personal jurisdiction as to Ms. Swift and TASRM
3 is proper. Personal jurisdiction over a non-resident defendant can only be exercised
4 where the defendant has “‘minimum contacts’ with the relevant forum such that
5 maintenance of the suit does not offend ‘traditional notions of fair play and substantial
6 justice.’” *Cole-Parmer Instrument Co. v. Prof’l Labs., Inc.*, 2021 WL 3053201, at *4
7 (N.D. Cal. July 20, 2021) (quoting *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316
8 (1945)). Each defendant’s alleged conduct and connections must be such “that the
9 defendant ‘should reasonably anticipate being haled into court here.’” *Id.* (citing
10 cases). California’s long-arm statute allows courts to exercise personal jurisdiction to
11 the extent permitted by the Due Process Clause. Cal. Civ. Proc. Code § 410.10.

12 Personal jurisdiction exists in two forms: general and specific. *Agher v. Envoy*
13 *Air, Inc.*, 2018 WL 6444888, at *1 (C.D. Cal. Oct. 12, 2018) (citing *Bristol-Myers*
14 *Squibb Co. v. Super. Ct.*, 582 U.S. 255 (2017)). General jurisdiction is “based on a
15 defendant’s continuous presence in” California without regard to where the cause of
16 action arose, whereas specific jurisdiction refers to the “specific contacts with the state
17 specifically related to the claims at issue.” *Sussman v. Playa Grande Resort*, 2020 WL
18 5223751, at *2 (C.D. Cal. May 14, 2020). Here, Plaintiff fails to satisfy her burden of
19 showing that either form of personal jurisdiction is proper over Ms. Swift or TASRM.
20 *Schwarzenegger*, 374 F.3d at 800 (“Where a defendant moves to dismiss a complaint
21 for lack of personal jurisdiction, the plaintiff bears the burden of demonstrating that
22 jurisdiction is appropriate.”); *Riot Games, Inc. v. Suga PTE, Ltd.*, 638 F. Supp. 3d
23 1102, 1112 (C.D. Cal. 2022) (same). They should be dismissed from this Action.

24 **A. There is No General Jurisdiction Over Ms. Swift or TASRM**
25 Ms. Swift and TASRM are not subject to general jurisdiction in California. For
26 an entity (like TASRM) general jurisdiction exists where a defendant has “continuous
27 and systematic” contacts with the forum. *Goodyear Dunlop Tires Operations, S.A. v.*
28

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1 *Brown*, 564 U.S. 915, 919 (2011). In almost all instances, that will be the company’s
2 place of incorporation and principal place of business. *Daimler AG v. Bauman*, 571
3 U.S. 117, 137 (2014). Only in an “exceptional case” will a defendant’s operations in
4 another forum be so substantial as to render it subject to general jurisdiction there. *Id.*
5 at 139 n.19. For an individual (like Ms. Swift) the “paradigm forum” for general
6 jurisdiction is the individual’s domicile. *Goodyear*, 564 U.S. at 924. A domicile is not
7 merely where an individual may own a residence—it is the location of an individual’s
8 permanent home. *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001).
9 And, “the mere presence of property in a state” is insufficient to exercise general
10 jurisdiction. *Rush v. Savchuk*, 444 U.S. 320, 328 (1980). Accordingly, requests to
11 exercise general jurisdiction are routinely denied over individuals (and entities) who
12 own property in California, but are not domiciled there. *See, e.g., Cobalt Grp. v.*
13 *Spangenberg*, 2008 WL 11338435, at *4 (C.D. Cal. June 10, 2008) (“property
14 ownership is insufficient to warrant the exercise of general jurisdiction”); *Zhang v.*
15 *Cal. Inv. Immigr. Fund*, 2022 Cal. Super. LEXIS 37895, *4 (June 7, 2022); *Thomson*
16 *v. Anderson*, 113 Cal. App. 4th 258, 271 (2003) (“Ownership of property in California
17 ‘alone would not support the State’s jurisdiction.’”) (citation omitted).

18 Plaintiff does not, and cannot, establish that either Ms. Swift or TASRM are
19 subject to general jurisdiction in California. As to Ms. Swift, Plaintiff alleges that she
20 is a resident of California (Compl. ¶¶ 17, 24), but that is incorrect. Ms. Swift is
21 domiciled, with her permanent home, in Tennessee. *See* Declaration of John R. Dorris,
22 Jr. (“Dorris Decl.”) ¶¶ 5-6; RJN at Ex. 24 ¶ 3. Plaintiff’s other allegations that Ms.
23 Swift owns one property in California and “directs substantial commercial activity
24 from this District” (Compl. ¶ 17) are also insufficient. As explained, mere ownership
25 of property does not equate to domicile. *Kanter*, 265 F.3d at 857; *Rush*, 444 U.S. at
26 328; *Cobalt Grp.*, 2008 WL 11338435, at *4. And because Ms. Swift is an individual,
27 any purported “direct[ion]” of “commercial activity” from California (if it occurred at
28 all) is irrelevant to the general jurisdiction inquiry. *See Goodyear*, 564 U.S. at 924.

1 As to TASRM, it is undisputed that it is a Tennessee company with its principal
2 place of business there. Compl. ¶ 25. Even if TASRM “conducts business in
3 California.” (*id.* ¶ 18), that is woefully insufficient for general jurisdiction as even
4 substantial business activity in a state does not do so absent “exceptional
5 circumstances” not alleged here. *Daimler*, 571 U.S. at 119; *Goodyear* 564 U.S. at 929;
6 *Cole-Parmer*, 2021 WL 3053201, at *6 (dismissing complaint; discussing how doing
7 business in California does not support general jurisdiction). There is no general
8 jurisdiction in California over Ms. Swift or TASRM.

9 **B. Specific Jurisdiction over Ms. Swift and TASRM is Also Lacking**

10 Because general jurisdiction is absent, Plaintiff must establish specific
11 jurisdiction over Ms. Swift and TASRM. Plaintiff has failed to make that showing.

12 To exercise specific jurisdiction over Ms. Swift and TASRM, Plaintiff must
13 allege facts supporting: (1) Ms. Swift and TASRM purposefully directed activities at
14 California; (2) Plaintiff’s claims arise out of or relate to Ms. Swift and TASRM’s
15 forum-related activities; and (3) the exercise of jurisdiction is reasonable and fair.
16 *Schwarzenegger*, 374 F.3d at 802 (rejecting specific jurisdiction in trademark dispute).
17 Plaintiff bears the burden on the first two prongs; if either fails, specific jurisdiction is
18 absent. *Id.* Here, Plaintiff fails to allege facts supporting any of the three requirements.

19 **No Purposeful Direction Towards California Exists.** For tort-based claims,
20 such as Lanham Act and UCL claims, courts analyze the purposeful direction prong
21 by applying the *Calder* “effects” test. *Id.* at 803-04. Under *Calder*, Plaintiff must show
22 that Ms. Swift and TASRM (1) committed an intentional act; (2) expressly aimed at
23 California; and (3) causing harm that they knew is likely to be suffered in California.
24 *Dole Food Co. v. Watts*, 303 F.3d 1104, 1111 (9th Cir. 2002) (citations omitted).
25 Express aiming requires “something more” than “a foreign act with foreseeable
26 effects” in California. *Cole-Parmer*, 2021 WL 3053201, at *8. Even if allegedly
27 infringing products are sold in California, courts have declined to find express aiming
28 where the specific defendants did not personally sell them or they were generally

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1 available to the public. *Pebble Beach Co. v. Caddy*, 453 F.3d 1151, 1156 (9th Cir.
2 2006); *ThermoLife Int’l, LLC v. NetNutri.com LLC*, 813 F. App’x 316, 318 (9th Cir.
3 2020); *Heiting v. Marriott Int’l, Inc.*, 743 F. Supp. 3d 1163, 1170 (C.D. Cal. 2024)
4 (“[I]n the context of an interactive website, operation of the website alone does not
5 constitute express aiming[.]”); *AMDL Collections, Inc. v. Kleeger Prods., LLC*, 2022
6 WL 19569518, at *3 (C.D. Cal. Sep. 22, 2022) (citation omitted) (“[A] sale into the
7 forum is not a substantial contact where it ‘involved the forum state only because that
8 is where the purchaser happened to reside’” and granting motion to dismiss).

9 Plaintiff has not satisfied *Calder*. She does not allege that Ms. Swift took any
10 action in California or expressly aimed conduct there with regard to the Album or any
11 promotional merchandise. *See* Compl. ¶ 17 (alleging without factual basis that Ms.
12 Swift “directs substantial commercial activity from this District, including recording,
13 production, and management of her entertainment projects, through facilities and
14 business relationships located in Los Angeles County”).⁸ Even if true (it is not), this
15 would be an insufficient showing because Plaintiff does not tie any of this purported
16 “commercial activity” to the Album, related promotional merchandise, or anything
17 related to *The Life of a Showgirl*.

18 Additionally, Plaintiff merely alleges that TASRM “conducts business in
19 California and participates in the ownership, control, licensing, and commercialization
20 of intellectual property associated with [Ms.] Swift’s entertainment projects, including
21 THE LIFE OF A SHOWGIRL.” Compl. ¶ 18. But this does not support the notion that
22 TASRM expressly aimed conduct at California (as opposed to other states). *Heiting*,
23 743 F. Supp. 3d at 1170. Even if this generalized allegation was enough (it is not), the

24 _____
25 ⁸ Plaintiff claims the Court “has personal jurisdiction over Defendants because they
26 purposefully directed commercial activities toward California, including the sale of
27 goods bearing THE LIFE OF A SHOWGIRL designations to consumers in this
28 District, and Plaintiff’s claims arise from those activities.” Compl. ¶ 16. However,
this allegation improperly lumps all Defendants together and otherwise merely
parrots buzzwords for personal jurisdiction. *Ward v. Jump Trading LLC*, 2026 WL
145846, at *5 (N.D. Cal. Jan. 20, 2026).

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1 enclosed declaration refutes it. Specifically, TASRM’s operations are in Tennessee.
2 Dorris Decl. ¶¶ 8-10 (all TASRM work, including “ownership, control, licensing, and
3 commercialization of intellectual property associated with Swift’s entertainment
4 projects” occurs in and from Tennessee, where its employees are domiciled).

5 Plaintiff’s allegations related to “offering and selling goods bearing THE LIFE
6 OF A SHOWGIRL designation” on websites accessible to consumers in California
7 (Compl. ¶ 21) are similarly insufficient. Even assuming the truth of this allegation,
8 Plaintiff does not allege that Ms. Swift or TASRM did anything more than make goods
9 available through “online” channels, that are “offered through websites” used by
10 consumers in this District. *Id.* Simply making goods broadly available without any
11 specific advertising to or direction toward California consumers does not support
12 jurisdiction. *ThermoLife*, 813 F. App’x at 318; *Heiting*, 743 F. Supp. 3d at 1171;
13 *Carpenter v. Sikorsky Aircraft Corp.*, 101 F. Supp. 3d 911, 923 (C.D. Cal. 2015).

14 Finally, nothing in Plaintiff’s Complaint supports that Ms. Swift or TASRM
15 were even remotely aware of any harm that could conceivably result in California—
16 Plaintiff admits that she is a Nevada resident (Compl. ¶ 23) and does not allege any
17 harm to her occurring in California. Plaintiff has failed to satisfy the purposeful
18 direction prong, which alone dooms her claims against Ms. Swift and TASRM.

19 **The Claims Do Not Arise From Any California Activities by Ms. Swift or**
20 **TASRM.** On the second prong of the specific jurisdiction analysis, Plaintiff must show
21 that each claim arises out of or relates to the defendant’s forum-related conduct.
22 *Schwarzenegger*, 374 F.3d at 802; *Sec. Alarm*, 200 F. Supp. 3d at 983. A direct nexus
23 between a defendant’s contacts with the forum and the plaintiff’s alleged injury is
24 required. *Bristol-Myers*, 582 U.S. at 264. If they are unrelated to the plaintiff’s claims,
25 specific jurisdiction fails. *Id.* The Ninth Circuit applies a “but for” test, asking whether
26 Plaintiff would have suffered the alleged injury but for defendant’s forum-related
27 conduct. *Adidas Am., Inc. v. Cougar Sport, Inc.*, 169 F. Supp. 3d 1079, 1092 (D. Or.
28 2016); *Cole-Parmer*, 2021 WL 3053201, at *9-10. Jurisdiction is improper where a

1 defendant's activities in a forum lack any connection to the plaintiffs' claims (as is the
2 case here). *Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351, 369–70
3 (2021); *Cole-Parmer*, 2021 WL 3053201, at *9-10 (finding conclusory allegations that
4 defendant sold goods in California bearing the allegedly infringing marks were
5 unsupported by facts requiring dismissal).

6 *Yamashita v. LG Chem, Ltd.* and *Cole-Parmer* are instructive. There, despite the
7 defendants' product sales in the forum, jurisdiction was rejected because the plaintiffs
8 could not tie their injury to those forum contacts. *Yamashita v. LG Chem, Ltd.*, 62 F.4th
9 496, 504–05 (9th Cir. 2023); *Cole-Parmer*, 2021 WL 3053201, at *9-10. The same
10 defect is present here. Plaintiff is a Nevada resident and does not allege any meaningful
11 connection to California, let alone that her alleged injury arises from conduct occurring
12 in or directed to California. Compl. ¶ 23. She does not allege that she has ever
13 performed in California or targeted California with any goods or services related to her
14 trademark. Nor does she allege that the purported infringement or resulting harm is
15 tied to California-specific activity.

16 Likewise, as in *Cole-Parmer*, Plaintiff fails to provide any factual support for
17 the notion that Ms. Swift or TASRM personally sold the Album or promotional
18 merchandise in California. Merely engaging in purported licensing activity with an
19 entity in California is not enough. *See, e.g., Dex Prods., Inc. v. Houghteling*, 2006 WL
20 1751903, at *3-4 (N.D. Cal. June 23, 2006) (granting motion to dismiss). As in
21 *Yamashita* and *Cole-Parmer*, Plaintiff identifies generalized, assumed forum contacts
22 but fails to connect those alleged contacts to any conduct giving rise to her claims. This
23 is insufficient as a matter of law. *See Bristol-Myers*, 582 U.S. at 264. As Plaintiff has
24 not established that her claims arise out of or relate to TASRM or Ms. Swift's
25 purported California contacts, the second prong is also not satisfied, and specific
26 jurisdiction cannot be established.

27 **Exercising Jurisdiction Is Unreasonable.** Even if Plaintiff could satisfy the
28 first two prongs (she cannot), exercising jurisdiction over Ms. Swift or TASRM in this

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1 trademark infringement matter would be unreasonable. The relevant factors guiding
2 the reasonableness inquiry are: (1) the extent of defendant’s purposeful interjection
3 into the forum state’s affairs; (2) the burden on defendant of defending in the forum;
4 (3) the extent of conflict with the sovereignty of defendant’s state; (4) the forum state’s
5 interest in adjudicating the dispute; (5) the most efficient judicial resolution of the
6 controversy; (6) the importance of the forum to plaintiff’s interest in convenient and
7 effective relief; and (7) the existence of an alternative forum. *Core-Vent Corp. v. Nobel*
8 *Indus. AB*, 11 F.3d 1482, 1487–88 (9th Cir. 1993). These factors weigh heavily against
9 imposing personal jurisdiction over Ms. Swift or TASRM.

10 As explained above, Ms. Swift and TASRM’s purported activities arise solely
11 from nationwide conduct lacking any specific nexus to California. Additionally,
12 requiring Ms. Swift and TASRM—both domiciled in Tennessee—to defend
13 themselves in California would be burdensome and would impose on Tennessee’s
14 interest in adjudicating rights related to its citizens; this is especially the case where
15 California’s interest in this matter is limited to non-existent given that the Plaintiff is
16 **not** a California resident, and the operative facts have no tie to California. There is
17 nothing about this forum that increases an efficient resolution (indeed, this District had
18 the second highest caseload of any court in the country in 2025, *see* RJN at 8-9), and
19 adequate alternative forums exist, including Tennessee where Ms. Swift and TASRM
20 are domiciled.

21 ***

22 Plaintiff does not plausibly allege that Ms. Swift or TASRM have purposefully
23 directed any activities toward California, let alone related to her claims, and it would
24 otherwise be unreasonable to require Ms. Swift or TASRM to defend themselves in
25 this District. Personal jurisdiction is lacking and they should be dismissed accordingly.

26 **CONCLUSION**

27 For the foregoing reasons, this Court should grant Defendants’ Motion and
28 dismiss the Complaint.

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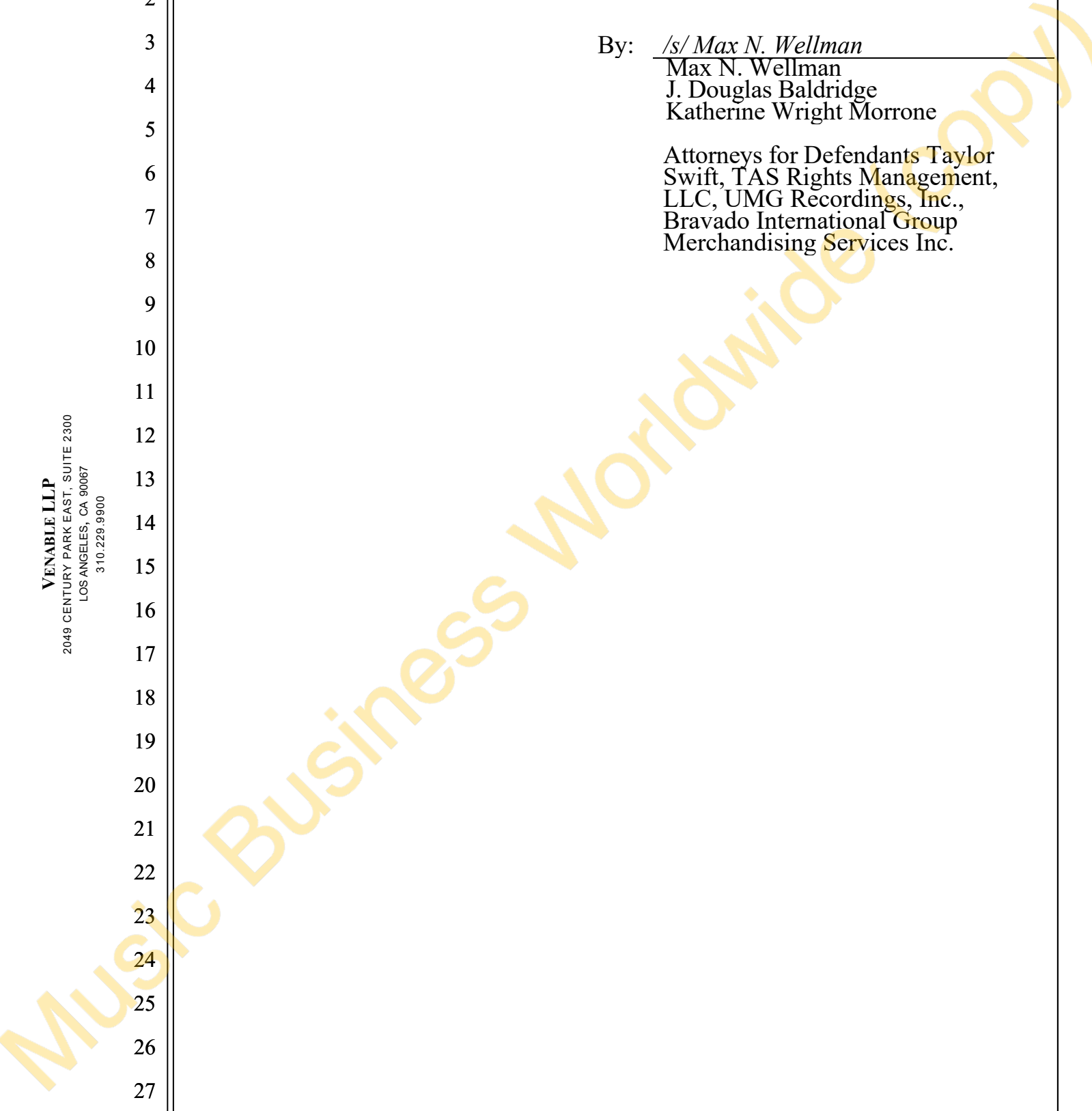
Dated: May 26, 2026

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CERTIFICATE OF COMPLIANCE

The undersigned hereby certifies that the foregoing memorandum of points and authorities is 23 pages, in compliance with the 25-page limit set forth in Section VII(D) of this Court’s Standing Order.

Dated: May 26, 2026

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