

1 J. Andrew Coombs (SBN 123881)  
 2 *andy@coombspc.com*  
 3 Nicole L. Drey (SBN 250235)  
 4 *nicole@coombspc.com*  
 5 J. Andrew Coombs, A Prof. Corp.  
 517 East Wilson Avenue, Suite 202  
 6 Glendale, California 91206  
 Telephone: (818) 500-3200  
 7 Facsimile: (818) 502-3201

JS-6

6 Attorneys for Plaintiffs Twentieth  
 Century Fox Film Corporation  
 7 and Warner Bros. Entertainment Inc.

8 Craig Raiford  
*cjfoster21@aol.com*  
 9 255 Timber Creek Lane  
 Marietta, Georgia 30060  
 10 Telephone: (678) 507-7477

11 Defendant, *in pro se*

12 UNITED STATES DISTRICT COURT  
 13 CENTRAL DISTRICT OF CALIFORNIA

15 Twentieth Century Fox Film Corporation }  
 and Warner Bros. Entertainment Inc., }  
 16 }  
 Plaintiffs, }  
 17 }  
 v. }  
 18 }  
 Ray Cox a/k/a C.O. Raiford, Craig }  
 Raiford, and Does 2 – 10, inclusive, }  
 19 }  
 20 }  
 Defendants. }

Case No. CV 08-03151 SJO  
 (MANx)  
 CONSENT DECREE AND  
 PERMANENT INJUNCTION

21 The Court, having read and considered the Joint Stipulation for Entry of  
 22 Consent Decree and Permanent Injunction that has been executed by Plaintiffs  
 23 Twentieth Century Fox Film Corporation and Warner Bros. Entertainment Inc.  
 24 (collectively “Plaintiffs”) and Defendant Craig Raiford (“Defendant”) in this action,  
 25 and good cause appearing therefore, hereby:  
 26  
 27  
 28

1           ORDERS that based on the parties’ stipulation and only as to Defendant, his  
2 successors, heirs, and assignees, this Injunction shall be and is hereby entered in the  
3 within action as follows:

4       1)     This Court has jurisdiction over the parties to this action and over the subject  
5 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.  
6 Service of process was properly made against Defendant.

7       2)     Plaintiffs claim that they own or control the pertinent rights in and to the  
8 copyright registrations listed in Exhibit “A” attached hereto and incorporated herein  
9 by this reference (The copyrights identified in Exhibit A are collectively referred to  
10 herein as “Plaintiffs’ Properties”).

11       3)     Plaintiffs have alleged that Defendant has made unauthorized uses of Plaintiffs’  
12 Properties or substantially similar likenesses or colorable imitations thereof.

13       4)     Defendant and his agents, servants, employees and all persons in active concert  
14 and participation with him who receive actual notice of the Injunction are hereby  
15 restrained and enjoined from:

16           a)     Infringing Plaintiffs’ Properties, either directly or contributorily, in any  
17 manner, including generally, but not limited to manufacturing, importing,  
18 reproducing, distributing, advertising, selling and/or offering for sale any  
19 unauthorized product which features any of Plaintiffs’ Properties  
20 (“Unauthorized Products”), and, specifically from:

21                i)     Importing, manufacturing, reproducing, distributing, advertising,  
22 selling and/or offering for sale the Unauthorized Products or any other  
23 unauthorized products which picture, reproduce, copy or use the  
24 likenesses of or bear a substantial similarity to any of Plaintiffs’  
25 Properties;

26                ii)    Importing, manufacturing, reproducing, distributing, advertising,  
27 selling and/or offering for sale in connection thereto any unauthorized  
28

1 promotional materials, labels, packaging or containers which picture,  
2 reproduce, copy or use the likenesses of or bear a confusing similarity to  
3 any of Plaintiffs' Properties;

4 iii) Engaging in any conduct that tends falsely to represent that, or is  
5 likely to confuse, mislead or deceive purchasers, Defendant's customers  
6 and/or members of the public to believe, the actions of Defendant, the  
7 products sold by Defendant, or Defendant himself is connected with  
8 Plaintiffs, is sponsored, approved or licensed by Plaintiffs, or is affiliated  
9 with Plaintiffs;

10 iv) Affixing, applying, annexing or using in connection with the  
11 importation, manufacture, reproduction, distribution, advertising, sale  
12 and/or offer for sale or other use of any goods or services, a false  
13 description or representation, including words or other symbols, tending  
14 to falsely describe or represent such goods as being those of Plaintiffs.

15 5) Each side shall bear its own fees and costs of suit.

16 6) Except as provided herein, all claims alleged in the Complaint are dismissed  
17 with prejudice.

18 7) This Injunction shall be deemed to have been served upon Defendant at the time  
19 of its execution by the Court.

20 8) The Court finds there is no just reason for delay in entering this Injunction and,  
21 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs  
22 immediate entry of this Injunction against Defendant.

23 9) The Court shall retain jurisdiction of this action to entertain such further  
24 proceedings and to enter such further orders as may be necessary or appropriate to  
25 implement and enforce the provisions of this Injunction.

26 10) The above-captioned action, shall, upon filing by Plaintiffs of the Settlement  
27 Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation,  
28

1 and requesting entry of judgment against Defendant, be reopened should Defendant  
2 default under the terms of the Settlement Agreement.

3 11) This Court shall retain jurisdiction over the Defendant for the purpose of  
4 making further orders necessary or proper for the construction or modification of this  
5 consent decree and judgment; the enforcement hereof; the punishment of any  
6 violations hereof; and for the possible entry of a further Judgment Pursuant to  
7 Stipulation in this action.

8 DATED: February 10, 2009



9  
10 Hon. S. James Otero  
11 Judge, United States District Court  
for the Central District of California

12 PRESENTED BY:

13 J. Andrew Coombs, A Prof. Corp.

14 By: \_\_\_\_\_  
15 J. Andrew Coombs  
16 Nicole L. Drey  
17 Attorneys for Plaintiffs Twentieth  
Century Fox Film Corporation  
and Warner Bros. Entertainment Inc.

18 Craig Raiford

19  
20 By: \_\_\_\_\_  
21 Craig Raiford  
Defendant, *in pro se*