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 Pictures Industries, Inc.

7
 8 Anthony Falkowski
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 Kimberly Haak
 9 51 Junewood Drive
 Levittown, PA 19055

10 Defendants, *in pro se*

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

13
 14 Columbia Pictures Industries, Inc.,
 15 Plaintiff,

16 v.

17 Anthony Falkowski, Kimberly Nolan
 a/k/a Kimberly Haak, and Does 1 – 10,
 18 inclusive,
 19 Defendants.

Case No. CV08-06070 MMM (RZx)
 [PROPOSED] CONSENT DECREE
 AND PERMANENT
 INJUNCTION

20
 21 The Court, having read and considered the Joint Stipulation for Entry of
 22 Consent Decree and Permanent Injunction that has been executed by Plaintiff
 23 Columbia Pictures Industries, Inc. (“Plaintiff”) and Defendants Anthony Falkowski
 24 and Kimberly Nolan a/k/a Kimberly Haak (collectively “Defendants”) in this action,
 25 and good cause appearing therefore, hereby:
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 27
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1 ORDERS that based on the parties’ stipulation and only as to Defendants, their
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 Defendants.

7 2) Plaintiff claims that it owns or controls 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 “Plaintiff’s Properties”).

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

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

16 a) Infringing Plaintiff’s 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 Plaintiff’s 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 Plaintiff’s
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 Plaintiff's Properties;

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

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 Plaintiff.

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 Defendants at the
19 time 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 Defendants.


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 Plaintiff of the Settlement
27 Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation,
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1 and requesting entry of judgment against Defendants, be reopened should Defendants
2 default under the terms of the Settlement Agreement.

3 11) This Court shall retain jurisdiction over the Defendants 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: March 27, 2009

9 
10 Hon. Margaret M. Morrow
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 Plaintiff Columbia
18 Pictures Industries, Inc.

19 Anthony Falkowski

20 By: _____
21 Anthony Falkowski
22 Defendant, *in pro se*

23 Kimberly Nolan a/k/a Kimberly
24 Haak

25 By: _____
26 Kimberly Nolan a/k/a
27 Kimberly Haak
28 Defendant, *in pro se*