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6 Attorneys for Plaintiff
 WARNER BROS. ENTERTAINMENT
 7 INC., a Delaware corporation

8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

11 WARNER BROS. ENTERTAINMENT
 12 INC., a Delaware corporation,
 13 Plaintiff,
 14 v.
 15 STANLEY GOLDIN d/b/a WHIMSIC
 ALLEY, an individual; DOES 1-5,
 16 inclusive,
 17 Defendants.

Case No. CV13-01540 R (RZx)

**ORDER GRANTING PERMANENT
 INJUNCTION AND DISMISSAL
 WITH PREJUDICE**

**[Stipulation for Permanent
 Injunction and Dismissal With
 Prejudice filed concurrently
 herewith]**

Hon. Manuel L. Real

1 The Court, having read and considered the Stipulation for Permanent
2 Injunction and Dismissal with Prejudice executed by Plaintiff Warner Bros.
3 Entertainment Inc. (“Plaintiff”) and Defendant Stanley Goldin d/b/a Whimsic Alley
4 (“Defendant”) in this action (Plaintiff and Defendant collectively referred to as the
5 “Parties”), and good cause appearing therefore, hereby:

6 ORDERS that based on the Parties’ concurrently-filed Stipulation for
7 Permanent Injunction and Dismissal With Prejudice, this Permanent Injunction shall
8 be and is hereby entered against Defendant, as follows:

9 1. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331 and
10 1338(a). Service of process was properly made against Defendant.

11 2. Plaintiff is the owner of rights, title and interest in famous marks and
12 trade dress derived from the names of fictitious people, places, and things in the
13 HARRY POTTER series of books and films, including but not limited to the marks
14 identified in Exhibit A to Plaintiff’s Complaint, a full copy of which is attached
15 hereto as Exhibit 1.

16 3. Plaintiff has alleged that Defendant, through his Los Angeles store,
17 Whimsic Alley, and website, has marketed, advertised, and offered for sale goods and
18 services that infringe on HARRY POTTER Marks and HARRY POTTER Trade
19 Dress as those terms are defined in the Complaint.

20 4. Except as expressly permitted in Paragraph 5 below, Defendant, and
21 any employees or agents acting on his behalf, any present or future entity or website
22 directly or indirectly owned or controlled by Defendant, or in which Defendant is an
23 officer, director, shareholder, managing agent or partner, or with which or whom he
24 acts in concert, are hereby restrained and permanently enjoined from all use and
25 display of and reference to any HARRY POTTER Mark, HARRY POTTER Trade
26 Dress, and any mark or trade dress confusingly similar thereto in the Whimsic Alley
27 store and website. Defendant shall phase out and completely cease such use and
28 display of and reference to such marks and/or trade dress within sixty (60) days of

1 entry of this Order. Without limiting the foregoing, Defendant is expressly
2 restrained and permanently enjoined from:

3 (a) All use, display, advertisement, and sales of any unlicensed
4 merchandise, including but not limited to clothing, costumes, games, bumper
5 stickers, wall décor, buttons, jewelry, accessories, stuffed animals, figures, school
6 and/or office supplies, and charms, that bears, depicts or refers to any trademarked
7 HARRY POTTER words or phrases, or any name, place, or phrase from the
8 HARRY POTTER books or films;

9 (b) All use, display, advertisement, and sales of any wand that bears,
10 depicts or refers to any trademarked HARRY POTTER words or phrases, or any
11 name, place, or term from the HARRY POTTER books or films;

12 (c) Reference to Whimsic Alley’s event room as associated with
13 HARRY POTTER and any unauthorized display, reference or suggestion therein to
14 any trademarked HARRY POTTER words or phrases, or any name, place or phrase
15 from HARRY POTTER, including but not limited to a “sorting hat,” floating
16 candles, four “houses,” a House Cup, a dais or lectern bearing an owl, and/or
17 persons dressed as look-alike characters resembling characters from the HARRY
18 POTTER books or films, provided, however, that Whimsic Alley’s event room may
19 be referred to as “The Great Hall,” provided further that Whimsic Alley’s event
20 room and events conducted therein shall not display, refer to or suggest any
21 HARRY POTTER trademarked HARRY POTTER words or phrases, or any name,
22 place or phrase from HARRY POTTER;

23 (d) Organization of, advertisement of, and/or ticket sales for any
24 event, party, summer camp, day camp, cruise or vacation with a theme or group
25 activity that refers to any trademarked HARRY POTTER words or phrases, or any
26 name, place, or phrase from the HARRY POTTER books or films, including but not
27 limited to “The Camp that Lived,” the “Yule Ball,” “Warthogs Academy of
28 Witchcraft & Wizardry” parties, “Warthogs Summer Camp,” any event celebrating

1 the birthday of any HARRY POTTER character, and any event or vacation referring
2 to or suggesting of HARRY POTTER marks;

3 (e) All reference to, depiction or suggestion of any trademarked
4 HARRY POTTER words or phrases, or any name, place, or phrase from the
5 HARRY POTTER books or films in the Whimsic Alley store and website, including
6 but not limited to “Phoenix Wands,” “Pilcher & Botts” confectioners, “Room of
7 Requirement,” “School of Witchcraft & Wizardry,” “Platform 9 ¾,” “Quidditch,”
8 “Muggle,” “Butterbeer,” “Dementor,” “Polyjuice Potion,” “Poligeuss Potion,”
9 “Pottermore,” and wall paintings depicting or resembling scenes from the HARRY
10 POTTER films; and

11 (f) Use of the domain name HPWIZARDSTORE.COM.

12 5. Notwithstanding the restraints and permanent injunctions set forth in
13 Paragraph 4, Defendant is neither restricted nor prohibited from use, display,
14 advertisement, promotion and/or sale of any licensed HARRY POTTER
15 merchandise.

16 6. This Injunction is without prejudice to any other valid rights of Plaintiff
17 or Defendant.

18 7. Each side shall bear its own fees and costs of suit.

19 8. Except as provided herein, all claims alleged in the Complaint are
20 dismissed with prejudice.

21 9. This Injunction shall be deemed to have been served upon Defendant at
22 the time of its execution by the Court.


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

26 11. The Court shall retain jurisdiction of this action and the Parties to
27 entertain such further proceedings and to enter such further orders as may be
28 necessary or appropriate to implement and enforce the provisions of this Injunction.

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12. The above-captioned action shall, upon motion by Plaintiff, be reopened should Defendant default under the terms of the Confidential Settlement Agreement.

DATED: November 21, 2013

By 
MANUEL REAL
United States District Judge

Presented by:

_____/s/_____
LINDA M. BURROW
CALDWELL LESLIE & PROCTOR, PC

_____/s/_____
JAMES A. LOWE
GAUNTLETT & ASSOCIATES