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6 Attorneys for Plaintiff
 SUMMIT ENTERTAINMENT, LLC

7
 8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA
 10 WESTERN DIVISION

11 SUMMIT ENTERTAINMENT, LLC,
 12 a Delaware limited liability company,
 Plaintiff,

13 v.
 14

15 PREFERRED FRAGRANCE, INC., a
 New York Corporation, FRAGRANCE
 16 ACQUISITIONS, LLC, a Delaware
 limited liability company, EZRIEL
 17 POLATSEK, an individual, and
 DOES 1-10, inclusive,
 18

19 Defendants.

Case No. 2:13-cv-04310-CAS-AJW

**STIPULATED JUDGMENT AND
 PERMANENT INJUNCTION AS TO
 DEFENDANT FRAGRANCE
 ACQUISITIONS, LLC**

20 IT IS HEREBY STIPULATED by and between plaintiff Summit
 21 Entertainment, LLC (“Summit”) and defendant Fragrance Acquisitions, LLC
 22 (“Fragrance Acquisitions”) that a Judgment shall be entered to fully and finally
 23 dispose of this action as to Fragrance Acquisitions, and that the Judgment be entered
 24 against Fragrance Acquisitions as follows:

25 WHEREAS, Summit is the producer and distributor of the motion picture
 26 *Twilight* and its sequels *The Twilight Saga: New Moon*, *The Twilight Saga:
 27 Eclipse*, *The Twilight Saga: Breaking Dawn – Part 1*, and *The Twilight Saga:
 28 Breaking Dawn – Part 2* (collectively, the “*Twilight Motion Pictures*”);

1 THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES:

2 1. Permanent Injunction. Fragrance Acquisitions and, as applicable, its
3 past and present officers, directors, servants, employees, representatives, successors,
4 assigns, attorneys and agents, and all persons in active concert or participation with
5 Fragrance Acquisitions or with any of the foregoing, hereby agree to permanently
6 refrain from:

7 (a) Manufacturing, transporting, promoting, importing, advertising,
8 marketing, publicizing, distributing, displaying, offering for sale or selling any good
9 or service under any of the TWILIGHT and NEW MOON Marks or any other mark,
10 name, symbol, design, logo, image, or trade dress that is likely to cause confusion or
11 to cause mistake or to deceive persons into the erroneous belief that any goods or
12 services that Fragrance Acquisitions caused to enter the stream of commerce are
13 sponsored, licensed, or authorized by Summit, or are connected, associated, or
14 affiliated with Summit or the *Twilight* Motion Pictures;

15 (b) Manufacturing, transporting, promoting, importing, advertising,
16 marketing, publicizing, distributing, displaying, offering for sale or selling any good
17 or service under any of the TWILIGHT and NEW MOON Marks or any other mark,
18 name, symbol, design, or logo that is confusingly similar to or a reproduction,
19 counterfeit, copy, or colorable imitation of, or incorporates, the TWILIGHT and
20 NEW MOON Marks;

21 (c) Implying Summit's endorsement of any of Fragrance
22 Acquisitions' commercial activities, Fragrance Acquisitions' goods or services, or
23 Fragrance Acquisitions' business, and representing that Summit has endorsed,
24 sponsored, licensed, or approved, or is affiliated or associated with, Fragrance
25 Acquisitions or Fragrance Acquisitions' products or that Fragrance Acquisitions'
26 products are affiliated, associated, or connected with the *Twilight* Motion Pictures;

27 (d) Seeking to register any of the TWILIGHT and NEW MOON
28 Marks or any other mark, name, symbol, design, logo, image, or trade dress which is

1 likely to cause confusion or to cause mistake or to deceive persons into the
2 erroneous belief that the businesses, goods, or services of Fragrance Acquisitions
3 are sponsored or endorsed or authorized by Summit or are connected or affiliated in
4 some way with Summit or the *Twilight* Motion Pictures;

5 (e) Engaging in any act which is likely to dilute the distinctive
6 quality of the TWILIGHT and NEW MOON Marks and/or injures Summit's
7 business reputation; and

8 (f) Knowingly assisting, inducing, aiding or abetting any person or
9 business entity in engaging in or performing any of the activities referred to in sub-
10 paragraphs (a) through (e), inclusive, above.

11 2. No Admission of Liability. Fragrance Acquisitions does not admit
12 liability for or the validity of any of Summit's claims alleged in the First Amended
13 Complaint, and this Judgment shall not be interpreted as an admission or a
14 determination of wrongful or unlawful conduct by Fragrance Acquisitions.

15 3. Attorneys' Fees and Costs. Each party shall bear its own attorneys'
16 fees and costs arising out of, related to, or incurred in this action, except as provided
17 in the Agreement.

18 4. Violation of Judgment – Contempt of Court. In the event that any part
19 of this Judgment or the obligations set forth in Paragraphs 3 and 7 of the Agreement,
20 respectively, is violated by Fragrance Acquisitions, or by any of its present officers,
21 directors, agents, servants, employees, or representatives, or by any person in active
22 concert and participation with Fragrance Acquisitions that receives notice of this
23 Judgment, Summit may file and serve a motion for contempt seeking damages,
24 attorneys' fees, expert witness fees, and/or other appropriate relief, and Fragrance
25 Acquisitions may oppose such motions as provided by law.

26 5. Violation of Judgment -- Prevailing Party Fees and Costs. In an action
27 or proceeding based upon an allegation that a party has violated this Judgment, the
28 prevailing party shall be entitled to recover all of its reasonable attorneys' fees,

1 expert witness fees, and other costs incurred in connection with the action or
2 proceeding. This paragraph shall not be construed to limit any party's rights,
3 remedies or procedural options.

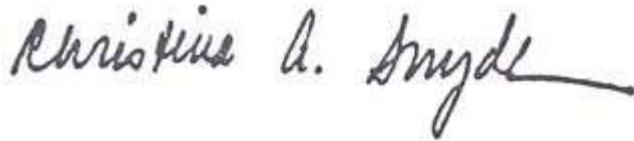
4 6. Binding Effect. This Judgment shall be binding upon and inure to the
5 benefit of the parties and all successors, assigns, officers, directors, members,
6 agents, and other persons who are in active concert or participation with anyone
7 described herein, who receive actual notice of this Judgment by personal service or
8 otherwise.

9 7. Continuing Jurisdiction. This Court shall retain jurisdiction to enforce
10 this Judgment and the Agreement.

11 8. No Territorial Limit. This Judgment shall be enforceable against
12 Fragrance Acquisitions for any acts of Fragrance Acquisitions that violate this
13 Judgment that occur inside and/or outside of the United States of America, except to
14 the extent heretofore released.

15 9. Final Judgment. This Judgment is a final adjudication of all claims
16 alleged or which, limited to the sales reports disclosed by Fragrance Acquisitions to
17 Summit, could have been alleged by Summit in this action against Fragrance
18 Acquisitions, and the parties stipulate that they will not appeal this Judgment.

19 SO ORDERED.



20
21 Date: February 10, 2014

United States District Court Judge

1 *Approved as to content and form:*

2 SUMMIT ENTERTAINMENT, LLC
3 *Plaintiff*

4 By: _____ /S/ _____ Date: 2/5/14

5 Name: _____

6 Title: _____

7

8 FRAGRANCE ACQUISITIONS, LLC
9 *Defendant*

10 By: _____ /S/ _____ Date: 2/3/14

11 Name: _____

12 Title: _____

13

14 *Approved as to form:*

15 SHEPPARD MULLIN RICHTER HAMPTON, LLP

16

17 By: _____ /S/ _____ Date: 2/6/14

18 *Jill M. Pietrini*
Attorneys for Plaintiff
Summit Entertainment, LLC

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20 SCHWARTZ & THOMASHOWER, LLP

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22 By: _____ /S/ _____ Date: 2/4/14

23 *William Thomashower*
Attorneys for Defendant
Fragrance Acquisitions, LLC

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25 SMRH:415646939.5

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