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JS-6

9 Attorneys for Plaintiff
 10 DISNEY ENTERPRISES, INC.

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA
 13 WESTERN DIVISION

14 DISNEY ENTERPRISES, INC., a) Case No. 13-CV-9401-RSWL-MANx
 15 Delaware corporation,)
) **STIPULATED JUDGMENT**
 16 Plaintiff,)
 17)
 18 v.)
 19 PHASE 4 FILMS, INC., a Canadian)
 20 corporation, PHASE 4 FILMS (USA))
 21 LLC, a Delaware limited liability)
 company, and Does 1-10,)
 22 Defendants.)
 23)
 24)

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1 WHEREAS, Plaintiff Disney Enterprises, Inc. (“DEI”) owns all right, title,
2 and interest to the trademarks utilized in connection with the Walt Disney Pictures
3 animated motion picture *FROZEN*;

4 WHEREAS, DEI marketed and promoted *FROZEN* using the following
5 trademarks:



(the “FROZEN Trademark Logo”)



(the “FROZEN Blue Oval”)

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20 WHEREAS, Defendant Phase 4 Films (USA), LLC (“Phase 4 Films”)
21 (together with DEI, the “Parties”) acquired the right to distribute the motion picture
22 *The Legend of Sarila* in the United States and thereafter commenced distributing
23 that picture in the United States under the name *FROZEN LAND*;

24 WHEREAS, Phase 4 Films marketed and promoted *The Legend of Sarila* as
25 *FROZEN LAND* using the following logo (the “FROZEN LAND LOGO”):

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WHEREAS, on December 20, 2013, DEI commenced a lawsuit in this Court entitled *Disney Enterprises, Inc. v. Phase 4 Films, Inc., Phase 4 Films (USA) LLC, and Does 1-10*, Case No. 13-CV-09401-RSWL-MANx, in which DEI alleged claims of trademark infringement and unfair competition against the Defendants (the “Action”);

WHEREAS, the Parties have negotiated and entered into a settlement agreement (the “Settlement Agreement”) that resolves the Action;

WHEREAS, in conjunction with the Settlement Agreement, the Parties agree and stipulate that judgment shall be entered as follows:

1. Phase 4 Films shall immediately cease marketing and distribution of *The Legend of Sarila* as *FROZEN LAND*. Any further distribution, marketing, and/or promotion of *The Legend of Sarila* or related products, irrespective of format, shall be under the name *The Legend of Sarila* or another name not confusingly similar to or intended to create any association with *FROZEN* or any other motion picture marketed, promoted, or released by DEI or its affiliated companies, including Walt Disney Pictures.

1 2. Phase 4 Films shall immediately cease all use of the FROZEN
2 LAND LOGO, including its component parts (individually or collectively), such as
3 the title, lettering, coloring, oval, and artistic flourishes thereon, in the marketing or
4 promotion of *The Legend of Sarila*, any other motion picture or other content, and/or
5 any merchandise or other products of any kind.

6 3. Phase 4 Films shall not use in connection with the marketing or
7 promotion of *The Legend of Sarila*, or any other motion picture, or on any
8 merchandise or other products of any kind associated with *The Legend of Sarila* or
9 any other motion picture, any trademarks, logos, or other designs confusingly
10 similar to the FROZEN Trademark Logo or the FROZEN Blue Oval, and shall not
11 henceforth release and use any titles, trademarks, logos, or other designs intended to
12 create any association with *FROZEN* or any other motion picture marketed,
13 promoted, or released by DEI or its affiliated companies, including Walt Disney
14 Pictures.

15 4. Phase 4 Films shall undertake all practicable efforts to
16 immediately remove or cause to be removed from all distribution centers, stores,
17 online distributors, or any other location at which copies of *FROZEN LAND* are
18 stored or can be purchased, licensed, or otherwise acquired in any format, and shall
19 thereafter, as soon as practicable and in no event later than February 14, 2014,
20 destroy all materials in its possession, custody or control (or the possession, custody
21 or control of any parent, sister or subsidiary company of Phase 4 Films), including
22 but not limited to DVDs, DVD covers, posters, publications, software (including
23 master files for digital downloads), merchandise, products of any kind, brochures,
24 labels, signs, other versions of the picture, and promotional material, that use or
25 contain the FROZEN LAND LOGO or any other logo or depiction of the name
26 *FROZEN LAND*. Phase 4 Films shall file a certification under penalty of perjury
27 that it has complied with the foregoing no later than March 3, 2014.

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1 5. Within ten (10) business days of the entry of this Stipulated
2 Judgment, DEI shall be paid as a settlement payment the amount of one hundred
3 thousand dollars (\$100,000.00).

4 6. This Court shall retain jurisdiction over the Parties to enforce this
5 Stipulated Judgment until performance is completed.

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7 **JUDGMENT**

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9 This Stipulated Judgment is hereby entered by the Court pursuant to the terms
10 set forth above. The Court Clerk shall close this action.

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13 Dated: ___1-17-14_____

RONALD S.W. LEW

Hon. Ronald S.W. Lew
United States District Court Judge

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16 The undersigned have read the above Stipulated Judgment and consent to it.

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18 Dated: January ____, 2014

Disney Enterprises, Inc.

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By:_____

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23 Dated: January ____, 2014

Phase 4 Films (USA), LLC

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By:_____

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1 Submitted by:

2 IRELL & MANELLA LLP

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Steven A. Marenberg

6 Attorneys for Plaintiff

7 Disney Enterprises, Inc.

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9 COSTA, ABRAMS & COATE LLP

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Charles M. Coate

13 Attorneys for Defendant

14 Phase 4 Films (USA), LLC

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