

GlaserWeil

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8 *Attorneys for Plaintiffs*
 9 *British Broadcasting Corporation,*
BBC Worldwide, Ltd., and
 10 *DWTS Productions, LLC fka*
BBC Worldwide Productions, LLC

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

14 BRITISH BROADCASTING
 15 CORPORATION, a foreign corporation,
 16 BBC WORLDWIDE, LTD., a foreign
 17 limited company, and DWTS
 PRODUCTIONS, LLC *fka* BBC
 18 Worldwide Productions, LLC, a
 19 California limited liability company,

20 Plaintiffs,

21 v.

22 SCOTT STANDER & ASSOCIATES,
 23 INC., a California corporation, SCOTT
 24 STANDER, an individual, and THE
 STANDER GROUP, INC., a California
 25 corporation,

26 Defendants.
27

FILED
 CLERK, U.S. DISTRICT COURT

JUNE 27 2017

CENTRAL DISTRICT OF CALIFORNIA
 BY: _____ vdr _____ DEPUTY

Case No.: CV 14-8047 FMO (Ex)

**[PROPOSED] CONSENT
 JUDGMENT AND PERMANENT
 INJUNCTION**

1 Plaintiffs British Broadcasting Corporation, BBC Worldwide, Ltd. (collectively,
2 the “BBC”), and DWTS Productions, LLC, *aka* Lime Grove Productions, LLC, *fka*
3 BBC Worldwide Productions, LLC (“DWTS Productions”) (all plaintiffs collectively,
4 the “BBC Entities”) on the one hand, and Defendants Scott Stander & Associates, Inc.,
5 Scott Stander, and The Stander Group, Inc. (collectively, “SS&A”) on the other (each
6 a “Party,” and collectively the “Parties”), having consented to this judgment and the
7 terms of the permanent injunction set forth below, this Court hereby finds as follows:

8 1. This case arises under the laws of the United States, specifically the
9 trademark laws of the United States, 15 U.S.C. § 1114. This Court has original
10 jurisdiction over this action under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.
11 This Court has supplemental jurisdiction under 28 U.S.C. § 1367 because the claims
12 are so related as to form part of the same case or controversy.

13 2. Scott Stander & Associates, Inc., Scott Stander, and The Stander Group,
14 Inc. reside in this judicial district and are subject to personal jurisdiction in this
15 district. A substantial portion of the events giving rise to this action occurred in this
16 district. Personal jurisdiction and venue are therefore proper in this district pursuant
17 to 28 U.S.C. § 1391.

18 3. The BBC owns and produces the extremely popular television program
19 “Dancing With The Stars” (“DWTS”), which has continuously aired in the United
20 States since 2005. The DWTS show features celebrity contestants paired with
21 professional dancers that compete in a weekly dance contest. Each couple performs
22 predetermined dances and competes against the others for the judges’ points and
23 audience votes. The couple receiving the lowest combined total of judges’ points and
24 audience votes is eliminated each week until only the champion dance pair remains.

25 4. The BBC owns intellectual property rights related to DWTS, including
26 common law and federally incontestable registered trademark rights to the trademark
27 DANCING WITH THE STARS for entertainment services, including shows, stage
28 events, theatrical performances, concerts, and live performances (United States Patent

1 and Trademark Office (“USPTO”) Reg. No. 3,749,844) (the “DWTS Wordmark”).
2 The BBC also owns common law trademark rights to the current iteration of the
3 DWTS logo (the “DWTS Logo”), as a result of consistent use of the mark in
4 commerce in connection with the promotion, marketing, and advertisement of the
5 DWTS television and live touring shows since as early as March 2010. The DWTS
6 Wordmark and DWTS Logo (collectively, the “DWTS Marks”) are widely
7 recognized by the consuming public and are famous.

8 5. DWTS Productions has contracts with professional dancers that perform
9 on the DWTS show, including, but not limited to, Valentin Chmerkovskiy, Emma
10 Slater, Sharna Burgess, Peta Murgatroyd, and Jenna Johnson (the “DWTS Dancers”).

11 6. SS&A is the producer of various live performance stage shows which
12 feature DWTS dancers performing live dances. Such shows include “Ballroom With
13 A Twist,” “Ballroom With A Twist-Mas!,” “Dancing With A Twist,” “Dancing With
14 A Twist-Mas,” “Dancing With The Movies,” and “Dance To The Movies”
15 (collectively, “SS&A’s Live Shows”). SS&A’s Shows are performed at theaters
16 across the nation, and tickets are promoted and sold on numerous theater websites, as
17 well as online ticket retailers such as TicketMaster.com.

18 7. The Parties’ have agreed to settle this dispute and have entered into a
19 binding Confidential Settlement Agreement (“Settlement Agreement”). And
20 consistent with the terms of the Parties’ Settlement Agreement, SS&A consents to
21 entry of judgment in the above-captioned case and entry of the following permanent
22 injunction order against it.

23 8. The parties waive the entry of findings of fact and conclusions of law
24 under Rules 52 and 65 of the Federal Rules of Civil Procedure.

25 9. The permanent injunction order will be entered under Federal Rule of
26 Civil Procedure 65 and will constitute the final judgment in this matter. SS&A
27 waives the right to appeal from this judgment and will bear its respective costs,
28 including any attorney’s fees or other expenses of this litigation.

1 10. This Court should retain jurisdiction over this matter for the purpose of
2 implementing and enforcing the permanent injunction order. If SS&A violates the
3 permanent injunction order, it may be subject to civil and criminal sanctions for
4 contempt of court.

5 In accordance with the Parties' Settlement Agreement, the parties hereto
6 stipulate and agree to this consent judgment and to the entry of a permanent
7 injunction against SS&A in the form set forth below.

8 It is hereby ORDERED, ADJUDGED, and DECREED that:

9 1. The DWTS Marks Are Valid And Enforceable. The DWTS Marks are
10 famous, valid, and enforceable.

11 2. Permanent Injunction Against SS&A. SS&A, and all of its agents,
12 employees, representatives, customers, successors, assigns, attorneys, and all other
13 persons acting for, with, by, through, or under authority from SS&A, or in concert or
14 participation with SS&A, shall **immediately and permanently cease and refrain**
15 from:

- 16 a. Directly or indirectly, infringing the DWTS Marks in any manner,
17 including using the DWTS Marks, or any similar variations thereof.
18 SS&A may use the phrase "Dancing With The Stars" as a factual or
19 descriptive reference to its dancers or other talent, but only in the
20 limited manner described in Section A(2)(d) of the Parties' Settlement
21 Agreement;
- 22 b. Marketing, advertising, or promoting any of the SS&A Live Shows,
23 or any other live dance show produced by SS&A in any media
24 platform, in any manner that implies any association, affiliation,
25 authorization, or sponsorship by DWTS or the BBC Entities,
26 including, without limitation, using the DWTS Logo or a confusingly
27 similar version thereof, or describing any SS&A Live Show as a
28 "spinoff" of, or "from" the DWTS show.

- 1 c. Creating, making, designing, displaying, disseminating, posting,
2 adopting, endorsing, or otherwise using any and all marketing,
3 advertising, or promotional materials in a manner that is inconsistent
4 with the restrictions and limitations set forth in the Parties' Settlement
5 Agreement;
- 6 d. Use of all marketing, advertising, or other promotional material
7 already created that violates the sections above. To the extent third
8 parties (such as show venues) have already ordered, paid for, or
9 displayed any marketing, advertising, or other promotional material
10 for an upcoming SS&A Live Show that violates the sections above,
11 SS&A shall cancel any such orders and inform these third parties that
12 such materials must be immediately removed and destroyed. SS&A
13 is free to provide replacement materials that do not infringe on the
14 BBC Entities' intellectual property or otherwise violate the sections
15 above;
- 16 e. Inducing the breach of, or otherwise interfering with, the contractual
17 relationships or prospective economic relationships between the BBC
18 Entities and any of the DWTS Dancers. This includes, but is not
19 limited to, engaging, hiring, contracting with, or paying the DWTS
20 Dancers to perform in SS&A Live Shows, or any other live dance
21 show produced by SS&A, without obtaining prior written
22 confirmation from (1) any DWTS Dancers that they have obtained
23 prior written permission from the BBC Entities to perform in said
24 show, and (2) the BBC Entities that they have in fact given such
25 written permission to such dancer(s).

26 3. Payment of Settlement Sum. SS&A shall pay the BBC Entities the
27 agreed upon sum by the date set forth in the Settlement Agreement.

28 4. Service. Service may be made upon the Parties by registered mail or

1 overnight delivery service (acceptance signature required) addressed as follows:

2 To SS&A: Through Counsel for SS&A, Peter J. Babos, Law Offices of Peter
3 Babos, 3731 Wilshire Blvd, Suite 940, Los Angeles, California, 90010.

4 To the BBC Entities: Through counsel for the BBC Entities, Erica J. Van Loon,
5 Glaser Weil Fink Howard Avchen & Shapiro LLP, 10250 Constellation Blvd.,
6 19th Floor, Los Angeles, California 90067.

7 A copy of this Consent Judgment and Permanent Injunction shall be deemed
8 sufficient notice under Federal Rule of Civil Procedure 65.

9 4. Dispute Resolution. Any dispute concerning the interpretation or
10 enforcement of the terms of the Settlement Agreement or this Consent Judgment and
11 Permanent Injunction shall first be addressed by written notice to the other party
12 followed by a formal meet and confer between counsel for both Parties an attempting
13 to resolve the dispute. If resolution cannot be accomplished between counsel, the
14 Parties further agree to then submit the matter to formal mediation before ADR
15 Services, Inc., in Los Angeles, California. The Parties shall mutually cooperate to
16 select the ADR Services mediator, and the cost of the mediation shall be shared
17 equally by both sides of the dispute. If the Parties are unable to resolve the dispute at
18 mediation, the dispute may then be submitted by either party to binding arbitration
19 before the Judicial Arbitration and Mediation Services (“JAMS”) in Los Angeles,
20 California. In the event of an arbitration, the Parties shall mutually cooperate to select
21 a JAMS arbitrator. Any arbitration will be conducted in accordance with the then
22 current JAMS Comprehensive Arbitration Rules. Nothing herein is intended to waive
23 the provision of California law pertaining to arbitration, including without limitation
24 California Civil Procedures Code § 1283.05(A).

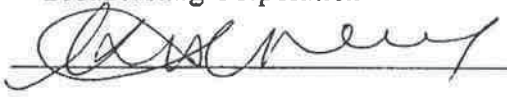
25 6. Entry of Judgment. The Court expressly determines that there is no just
26 reason for delay in entering this Consent Judgment and Permanent Injunction
27 pursuant to Federal Rule of Civil Procedure 54(a), and the Court enters this Consent
28 Judgment and Permanent Injunction against SS&A.

Glaser Weil

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DATED: June 23, 2017

British Broadcasting Corporation
By: 
Name: ALEXIS HAWKES
Title: HEAD OF IP LEGAL

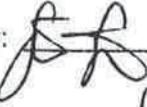
DATED: _____, 2017

BBC Worldwide, Ltd.
By: _____
Name: _____
Title: _____

DATED: _____, 2017

DWTS Productions, LLC *aka Lime Grove*
Productions, LLC *fka BBC Worldwide*
Productions, LLC
By: _____
Name: _____
Title: _____

DATED: June 4th 2017

Scott Stander & Associates, Inc. *"Suspended/Defunct
Corporation"*
By:  Former President
Name: Scott Stander
Title: Former President

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STIPULATED AND CONSENTED TO BY:

DATED: _____, 2017

British Broadcasting Corporation

By: _____

Name: _____

Title: _____

DATED: June 23, 2017

BBC Worldwide, Ltd.

By: DK

Name: Diane Hamer

Title: Head of Brand Protection

DATED: JUNE 23, 2017

DWTS Productions, LLC aka Lime Grove
Productions, LLC aka BBC Worldwide
Productions, LLC

By: [Signature]

Name: Vernon G. Chu
General Counsel

Title: _____

DATED: June 4th, 2017

Scott Stander & Associates, Inc. ^{"Suspense/Defunct Corporation"}

By: [Signature] ^{"Former President"}

Name: Scott Stander

Title: Former President

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DATED: June 4th 2017

Scott Stander

By: 

Name: SCOTT STANDER

Title: _____

DATED: June 4th 2017

The Stander Group, Inc.

By: 

Name: SCOTT STANDER

Title: President

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED: June 27, 2017

By: /s/ Fernando M. Olguin
The Honorable Fernando M. Olguin
United States District Judge