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7 Attorneys for Plaintiffs  
 DISNEY ENTERPRISES, INC.; LUCASFILM LTD.  
 8 LLC; LUCASFILM ENTERTAINMENT  
 COMPANY LLC; MARVEL CHARACTERS, INC.;  
 9 MVL FILM FINANCE LLC; NBCUNIVERSAL  
 MEDIA, LLC; UNIVERSAL CITY STUDIOS LLC;  
 10 WARNER BROS. ENTERTAINMENT INC.; and  
 SONY PICTURES ENTERTAINMENT INC.

11 **UNITED STATES DISTRICT COURT**  
 12 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13 DISNEY ENTERPRISES, INC. a  
 Delaware corporation; LUCASFILM  
 14 LTD. LLC, a California limited liability  
 company; LUCASFILM  
 15 ENTERTAINMENT COMPANY LLC,  
 a California limited liability company;  
 16 MARVEL CHARACTERS, INC., a  
 Delaware corporation; MVL FILM  
 17 FINANCE LLC, a Delaware limited  
 liability company; NBCUNIVERSAL  
 18 MEDIA, LLC, a Delaware limited  
 liability company; UNIVERSAL CITY  
 19 STUDIOS LLC, a Delaware limited  
 liability company; WARNER BROS.  
 20 ENTERTAINMENT INC., a Delaware  
 Corporation; and SONY PICTURES  
 21 ENTERTAINMENT INC., a Delaware  
 Corporation,

Case No. 2:16-cv-09432-JFW (MRWx)

**ORDER ENTERING PERMANENT  
 INJUNCTION AGAINST  
 DEFENDANTS AND DISMISSING  
 ACTION WITH PREJUDICE**

The Honorable John F. Walter

Trial Date: October 24, 2017

Plaintiffs,

v.

24 HOLLYWOOD ENTERTAINMENT  
 GROUP LLC, a Nevada Limited  
 25 Liability Company, d/b/a VIP  
 CONCIERGE, INC.; and CRAIG  
 26 BANASZEWSKI, an individual,  
 Defendants.

BOIES SCHILLER FLEXNER LLP

1 THIS MATTER comes before the Court upon the Stipulation of plaintiffs  
2 DISNEY ENTERPRISES, INC., LUCASFILM LTD. LLC, LUCASFILM  
3 ENTERTAINMENT COMPANY LLC, MARVEL CHARACTERS, INC., MVL  
4 FILM FINANCE LLC, NBCUNIVERSAL MEDIA, LLC, UNIVERSAL CITY  
5 STUDIOS LLC, WARNER BROS. ENTERTAINMENT INC., and SONY  
6 PICTURES ENTERTAINMENT INC. (collectively, along with the affiliates listed  
7 in Exhibit A hereto, referred to as the “Plaintiffs”), and defendants HOLLYWOOD  
8 ENTERTAINMENT GROUP LLC d/b/a VIP CONCIERGE, INC. and CRAIG  
9 BANASZEWSKI (collectively referred to as the “Defendants”) (Plaintiffs and  
10 Defendants are collectively referred to as the “Parties”) for entry of a stipulated  
11 permanent injunction and dismissal with prejudice (the “Order”).

12 Having considered the Complaint, Answer and the Stipulation of the Parties  
13 in this action, the Court finds that:

- 14 1. The Parties have stipulated and agreed to the entry of this Order.
- 15 2. The Defendants waive all rights to seek judicial review or otherwise  
16 challenge or contest the validity of their Stipulation hereto or this  
17 Order.
- 18 3. This Court has jurisdiction over the subject matter of this case and over  
19 all parties hereto, and venue in this district is proper.
- 20 4. The entry of this Order is in the public interest.

21 **ORDER**

22 **IT IS THEREFORE ORDERED, ADJUDICATED AND DECREED** that,  
23 a permanent injunction shall be and hereby is entered against Defendants as follows:

- 24 1. Defendants, and each of Defendants’ respective officers, agents,  
25 servants, employees, successors and assigns, and all those acting in  
26 concert or participation with any such persons, including any company  
27 owned or controlled (now or in the future) by Craig Banaszewski, are  
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1 hereby PERMANENTLY enjoined from engaging in, or assisting  
2 others in engaging in, the following conduct:

- 3 a. Purchasing, selling or transferring, attempting to purchase, sell or  
4 transfer, or soliciting the purchase, sale or transfer of, any ticket,  
5 badge, credential or anything entitling or purporting to entitle  
6 access to any events produced or presented by or affiliated with  
7 Plaintiffs.
- 8 b. Offering to perform, attempting to perform, or performing any  
9 act as an intermediary, broker or middleman relating to the  
10 purchase, sale or transfer of tickets, badges, credentials or  
11 anything entitling or purporting to entitle access to any future  
12 events produced or presented by or affiliated with Plaintiffs.
- 13 c. Advertising or publishing any offer to purchase, sell, transfer or  
14 broker, or to otherwise act as an intermediary, broker or  
15 middleman, relating to the purchase, sale or transfer of tickets,  
16 badges, credentials or anything entitling or purporting to entitle  
17 access to any future events produced or presented by or affiliated  
18 with Plaintiffs.
- 19 d. Gaining or attempting to gain unauthorized access to any future  
20 events produced or presented by or affiliated with Plaintiffs.
- 21 e. Participating in, aiding or facilitating, or attempting to participate  
22 in, aid or facilitate, any effort by any person to gain unauthorized  
23 access to any future events produced or presented by or affiliated  
24 with Plaintiffs.
- 25 f. Receiving any compensation, whether in money, in kind or  
26 otherwise, for any of the acts described in paragraphs (a) through  
27 (e) above;
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- 1 g. Using or displaying for any purpose any registered mark, or any  
2 depiction, image, photograph, picture, illustration or other visual  
3 representation containing any registered mark, which is owned  
4 by Plaintiffs and/or any of their respective affiliates, including,  
5 without limitation, as specified on Exhibit 1 attached hereto; and  
6 h. Using or displaying for any purpose any copyright-protected  
7 material, or any depiction, image, photograph, picture,  
8 illustration or other visual representation containing any  
9 copyright-protected material, which is owned by Plaintiffs and/or  
10 any of their respective affiliates, including, without limitation, as  
11 specified on Exhibit 2 attached hereto.

- 12 2. Notwithstanding anything to the contrary herein, nothing contained  
13 herein shall prohibit Defendants (and/or any of Defendants' respective  
14 officers, agents, servants, employees, successors and assigns, or those  
15 acting in concert or participation with any such persons) from engaging  
16 in any of the acts described in paragraphs 1.a. through 1.f. above solely  
17 with respect to lawfully-obtained tickets to events that are otherwise  
18 available for sale without restriction to the general public.
- 19 3. Defendants, and each of Defendants' respective officers, agents,  
20 servants, employees, successors and assigns, and all those acting in  
21 concert or participation with any such persons, including any company  
22 owned or controlled (now or in the future) by Craig Banaszewski, agree  
23 that if they violate the injunction by engaging in any of the acts  
24 described in paragraphs 1.a. through 1.f., Defendants shall pay  
25 Plaintiffs the sum of thirty-thousand dollars (\$30,000) as liquidated  
26 damages for each event for which Defendants engage in such acts. The  
27 Parties agree that quantifying losses arising from a violation of the  
28 injunction is inherently difficult, insofar as it may involve harm to

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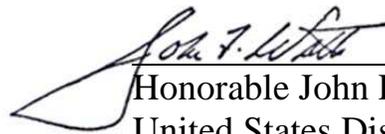
Plaintiffs’ reputations, and further stipulate that the agreed-upon sum is not a penalty, but rather a reasonable measure of damages.

**IT IS FURTHER ORDERED** that the Court shall dismiss the action, with prejudice, upon entry of the Permanent Injunction, with each party to bear its own costs and attorneys’ fees.

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for all purposes of construction, modification and enforcement of this Order.

DATED: June 20, 2017

**SO ORDERED**

  
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Honorable John F. Walter  
United States District Judge