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 7

8 Counsel for Plaintiff, General Media Communications, Inc.

9  
 10 **IN THE UNITED STATES DISTRICT COURT**  
 11 **FOR THE DISTRICT OF NEVADA – SOUTHERN DIVISION**

12 GENERAL MEDIA  
 COMMUNICATIONS, INC., a New  
 13 York corporation,  
 14 Plaintiff,  
 15 v.  
 16  
 17 RUSSELL ROAD FOOD AND  
 BEVERAGE, LLC, a Nevada  
 18 corporation, BARRY ARFA and DOES  
 1-10, inclusive,  
 19 Defendants

Case Number: 2:09-cv-00980 RLH PAL

Hon. Roger L. Hunt

**STIPULATION FOR ENTRY OF A  
 CONSENT DECREE AND TO  
 DISMISS REMAINING CLAIMS**

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23 COME NOW the parties to the above-captioned matter and enter this stipulated  
24 request

- 25 1. That the court enter the consent decree filed herewith;

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2. That the remaining claims be dismissed as to all defendants; and

3. That the court retain jurisdiction for the limited purpose of enforcing the settlement agreement and consent decree.

So Stipulated:

Date: July 19, 2010.

CLYDE DeWITT  
LAW OFFICES OF CLYDE DeWITT, APC

By: /s/ Clyde DeWitt  
Clyde DeWitt

Counsel for Plaintiff,  
General Media Communications, Inc.

PUOY K. PREMSRIRUT  
BROWN, BROWN & PREMSRIRUT

By: /s/ Puoy K. Premsrirut  
Puoy K. Premsrirut

Counsel for Defendants,  
Russell Road Food & Beverage, LLC and  
Barry Arfa

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA – SOUTHERN DIVISION

GENERAL MEDIA  
COMMUNICATIONS, INC., a New  
York corporation,  
  
Plaintiff,  
  
v.  
  
RUSSELL ROAD FOOD AND  
BEVERAGE, LLC, a Nevada  
corporation, BARRY ARFA and DOES  
1-10, inclusive,  
  
Defendants

Case Number: 2:09-cv-00980 RLH PAL  
Hon. Roger L. Hunt  
**CONSENT DECREE**

**Definitions**

1. The following are "Plaintiff's Registered Marks:"
2. The word mark. PENTHOUSE<sup>®</sup>, also referred to herein as the "Penthouse Name."
3. The following, referred to herein as the "Penthouse Club Logo:"

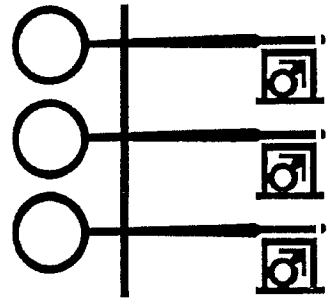
1 *The*  
2 **PENTHOUSE**  
3 *Club* 

4 4. The Penthouse Name and the Penthouse Club Logo are referenced herein as  
5 “Plaintiff’s Registered Marks.”

6 5. The following are “Plaintiff’s Common-law Marks:”

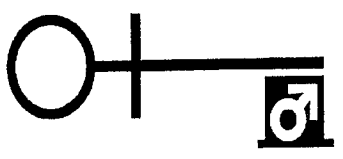
7 6. The word mark THE PENTHOUSE CLUB;

8 7. The “Three-Key Logo,” which appears as follows:



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8. The "One-Key Logo," which appears as follows:



9. The word mark THE PENTHOUSE CLUB , the Three-Key Logo and the One-Key Logo will be collectively referenced herein as "Plaintiff's Common Law Marks."

10. Plaintiff's Registered Marks and Plaintiff's Common Law Marks are collectively referenced herein as "Plaintiff's Marks."

**Order**

11. Defendants and their officers, agents, servants, representatives, employees, successors, affiliates, and assigns, and all those persons in active concert or participation with all or any of them who receive notice of this Injunction, are hereby permanently enjoined and restrained from:

i. using or knowingly authorizing any third party to use any trademark, service mark, domain name, keyword, business name or trade name consisting in whole or in part of any of the Plaintiff's Marks or from using any counterfeit, copy, simulation, confusingly similar variation, or colorable imitation of the Plaintiff's Marks in connection with any business, products, or services, without written authorization of Plaintiff;

ii. imitating, copying or making any unauthorized use of any of the Plaintiff's Marks, or any copy, simulation, variation or imitation thereof;

iii. making or displaying any statement or representation that is likely to lead the public or the trade to believe that Defendants' goods or services are in any manner associated or affiliated with or approved, endorsed, licensed, sponsored, authorized or franchised by or are otherwise connected with Plaintiff and/or Plaintiff's affiliated entities;

1           iv.     using or knowingly authorizing any third party to use in connection with  
2     the rendering, offering, advertising, or promotion of any goods or services, any false  
3     description, false representation, or false designation of origin, or any marks, names,  
4     words, symbols, or devices which falsely associate such goods or services with  
5     Plaintiff and/or Plaintiff's affiliated entities or tend to do so;

6           v.     registering or applying to register as a trademark, service mark, domain  
7     name, trade name or other identifier any mark or name consisting of the Plaintiff's  
8     Marks, or any other mark, name or domain name that infringes on or is likely to be  
9     confused with the Plaintiff's Marks;

10          vi.    engaging in any other activity constituting unfair competition with  
11     Plaintiff and/or Plaintiff's affiliated entities, or constituting an infringement of the  
12     Plaintiff's Marks, or Plaintiff's rights therein; and

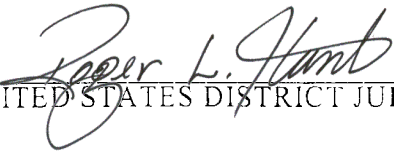
13          vii.   knowingly aiding, assisting or abetting any other party in doing any act  
14     prohibited by sub-paragraphs (i) through (vi) above.

15          12.    Defendants shall, pursuant to Section 36 of the Lanham Act, 15 U.S.C. § 1118,  
16     deliver up for destruction all infringing parts, labels, signs, prints, packages, brochures,  
17     flyers, wrappers, receptacles, advertisements, business cards, stationery, electronic materials  
18     or other materials in their possession or custody and control that are within the United States  
19     of America, its territories and possession, which depict the Plaintiff's Marks, by themselves  
20     or in combination with other words, names, or phrases, or any other mark, word, name or  
21     phrase so similar to the Plaintiff's Marks as to be likely to cause confusion, mistake, or  
22     deception, and all means of making or affixing the same within fifteen (15) days from the  
23     entry of this Injunction.

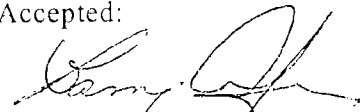
24          13.    Defendants shall delete from their computer files, menus, hard drives, diskettes,  
25     and backups and deliver up to Plaintiff all infringing materials incorporating or bearing any  
26     trademark, trade name, or domain name that consists in whole or in part of the Plaintiff's  
27     Marks, or any copies, simulations, variations, or colorable imitations thereof within fifteen  
28     (15) days from the entry of this Injunction.


1 14. Defendants shall file with the Court and serve on Plaintiff's counsel within  
2 thirty (30) calendar days of the entry of this Injunction a report in writing under oath setting  
3 forth in detail the manner and form which Defendants have complied with the requirements  
4 of the Injunction.

5 Signed this 20th day of September, 2010.

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8 UNITED STATES DISTRICT JUDGE

9 Accepted:

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11 Barry Arfar Individually

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13 Russell Road Food & Beverage, by  
14 Bill Deyesso, one of its managers  
*Richard McCase*

1 Approved as to form and content,

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CLYDE DeWITT  
LAW OFFICES OF CLYDE DeWITT, APC

By: /s/ Clyde DeWitt  
Clyde DeWitt

Counsel for Plaintiff,  
General Media Communications, Inc.

PUOY K. PREMSRIRUT  
BROWN, BROWN & PREMSRIRUT

By: /s/ Puoy K. Premsrirut  
Puoy K. Premsrirut

Counsel for Defendants,  
Russell Road Food & Beverage, LLC and  
Barry Arfa