

1 JOHN L. KRIEGER (Nevada Bar No. 6023)  
 JKrieger@LRLaw.com  
 2 LEWIS AND ROCA LLP  
 3993 Howard Hughes Parkway, Suite 600  
 3 Las Vegas, Nevada 89169  
 (702) 949-8200  
 4 (702) 949-8365 (fax)

5 ERIC SOMMERS  
 (Admitted Pro Hac Vice)  
 6 SOMMERS LAW, PLLC  
 600 State Street, Suite 1  
 7 Portsmouth, New Hampshire 03801  
 (603) 570-4854

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 9 Attorneys for Herb Reed Enterprises, Inc.,  
 Herb Reed Enterprises, LLC and Herbert Reed

10 UNITED STATES DISTRICT COURT  
 11 DISTRICT OF NEVADA

13 HERB REED ENTERPRISES, INC., a Delaware  
 14 company; HERB REED ENTERPRISES, LLC,  
 a Massachusetts company; and HERBERT  
 15 REED, an individual,

CASE NO: 2:10-CV-01981-JCM-RJJ

16 Plaintiff,

**DEFAULT JUDGMENT AND  
 PERMANENT INJUNCTION**

17 v.

18 JEAN BENNETT, an individual; FIVE  
 19 PLATTERS, INC., a California corporation; and  
 PERSONALITY PRODUCTIONS, INC., a  
 20 Nevada corporation

21 Defendants

22 This matter having come before the Court on plaintiffs Herb Reed Enterprises, Inc. Herb  
 23 Reed Enterprises, LLC, and Herbert Reed’s Motion for Default Judgment and the court having  
 24 granted the motion, therefore,

25 **IT IS HEREBY ORDERED, ADJUGED AND DECREED** that

26 A. That Defendants Five Platters Inc. and Personality Production have never  
 27 used the mark “The Platters” in a manner that is not false and misleading and thus never  
 28 acquired common law rights to the mark and cannot assert that they have.

1           B.     Herbert Reed, having first used the mark “The Platters” in commerce in  
2           1953, and having continuously used the mark in commerce since then has superior rights to  
3           the mark to all others, including Five Platters, Inc. and Personality Productions, Inc., and  
4           anyone claiming rights from or through them.

5           **IT IS FURTHER ORDERED, ADJUGED AND DECREED** that Defendants Five  
6           Platters. Inc. (“FPI”) and Personality Productions, Inc. (“PPI”), their agents, servants,  
7           representatives, licensees, affiliates, successors, assigns, attorneys, partners, officers, employees,  
8           successors, and assigns of each and all persons, firms, or corporations in active concert of  
9           participation with any of them, are immediately and permanently enjoined, anywhere in the world,  
10          directly or indirectly, as follows:

11           A.     From using the name “The Platters” or any other name referring to or  
12           including the word “Platter” or “Platters” and any other name or names confusingly similar  
13           or derivative thereof;  
14           or derivative thereof;

15           B.     From licensing, claiming to have licensed, otherwise purporting to grant, or  
16           have granted, any rights to any person or entity to engage in any live musical performance  
17           or related entertainment using the name “The Platters,” “The Buck Ram Platters,” “The  
18           Platters Featuring (the name of any person(s) or entity(ies))” or any other name or names  
19           confusingly similar or derivative thereof;  
20           confusingly similar or derivative thereof;

21           C.     From causing, aiding, or assisting any person or entity to engage in any live  
22           musical performance or related entertainment service using the name “The Platters,” “The  
23           Buck Ram Platters,” “The Platters Featuring (the name of any person(s) or entity(ies))” or  
24           any other name or names confusingly similar or derivative thereof;  
25           any other name or names confusingly similar or derivative thereof;

26           D.     From promotional activities or advertising, television, radio, internet or any  
27           print or non-print media undertaken and commissioned using the name “The Platters” or  
28           any other name or names confusingly similar or derivative thereof;

1           E.     From infringing upon the goodwill associated with any of Plaintiffs' names  
2 or service marks, or otherwise using the name "The Platters," or any other name or names  
3 confusingly similar or derivative thereof;

4           F.     From infringing or otherwise using the name "The Platters" or any other  
5 name confusingly similar thereof, in any manner, including, but not limited to, advertising,  
6 promoting or licensing the performance of any group or individual that infringes upon  
7 Plaintiffs' marks or derivatives thereof;

8           G.     From engaging in any conduct, including the advertisement, promotion,  
9 performance or licensing of any performance or performers using the name "The Platters  
10 or any other name confusingly similar thereof, that tends to falsely represent, or is likely to  
11 confuse, mislead, or deceive purchasers of Plaintiffs' services, Plaintiffs' customers,  
12 Plaintiffs' promoters, or members of the public to believe that Defendants are sponsored,  
13 approved or licensed by Plaintiffs or anyone else, or are in some way associated, affiliated  
14 or connected with the Plaintiffs or "The Platters;"

15           H.     From diluting and infringing the trade name "The Platters" or damaging  
16 Plaintiffs' goodwill, reputation, and business or otherwise competing unfairly with  
17 Plaintiffs in any manner;

18           I.     From using or permitting or acquiescing in the use by others of any  
19 unauthorized licensing, promotional and advertising material, agreements, labels,  
20 announcements, signs, and any other unauthorized items which reproduce, copy, imitate,  
21 or bear the trade name "The Platters" or any other confusingly similar or derivative  
22 thereof;

23           J.     From asserting that either FPI or PPI have, or ever had, rights at common  
24 law or otherwise in the name "The Platters;" and  
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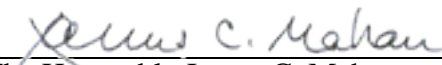
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K. From effecting assignments or transfers, forming new entities or associations, or utilizing any other means for the purpose of circumventing or otherwise avoiding the prohibitions of this Order.

**IT IS FURTHER ORDERED, ADJUGED AND DECREED** that Plaintiffs Herb Reed Enterprises, Inc., Herb Reed Enterprises, LLC and Herbert Reed are hereby permitted to seek their attorneys' fees and costs, in an amount as determined after submission of an affidavit of fees and costs that complies with the provisions of Local Rule 54-16.

**IT IS ALSO ORDERED, ADJUGED AND DECREED** that that Jurisdiction of this case shall be retained by this Court for the purpose of enforcing this Judgment.

Dated: May 16, 2011

  
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The Honorable James C. Mahan  
United States District Judge