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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

SEATTLE HOME SHOW INC., a Washington corporation <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> HSD, LLC d/b/a Homeshow Daily, a foreign limited liability company, and HOMESHOW DAILY SEA LLC, a Washington limited liability company <p style="text-align: right;">Defendants.</p>	}	Civil Action No. C09-1359RSM STIPULATED MOTION AND ORDER TO STRIKE PRELIMINARY INJUNCTION HEARING AND WITHDRAW MOTION FOR PRELIMINARY INJUNCTION
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Comes now the plaintiff, Seattle Home Show Inc., and the defendants, HSD, LLC and Homeshow Daily Sea LLC, (collectively the “Parties”) by and through their attorneys, and hereby stipulate:

1. Defendants have pulled any and all radio advertising (KIRO and KOMO) to eliminate any permutation of Seattle-Home-Show.
2. Defendants have taken down any and all banner ads containing any permutation of Seattle-Home-Show.

1 3. Defendants have pulled any and all printed advertising material containing any
2 permutation of Seattle-Home-Show.

3 4. The business cards for the manager of the Defendants' Seattle store are being
4 modified and replaced.

5 5. Defendants have contacted the owner of the seattlehomeshowdaily.org
6 website requesting that the owner take down the site.

7 6. Defendants are preparing an alternative to the offending mark that will
8 eliminate any permutation of Seattle-Home-Show (including removing the phrase
9 "Located in Seattle" from the mark), and Defendants will present such alternative to
10 Plaintiff for comment in an effort to prevent future disputes.

11 The Parties agree that they are entering into this stipulation as a good faith effort
12 to resolve the remaining issues regarding Defendants' alleged use of the contested
13 trademarks. This stipulation shall not be construed as a waiver of any defenses, and shall
14 not constitute either an admission of liability, fact or evidence of such, or an admission of
15 any violation of law. Furthermore, this stipulation shall not be offered by any other party
16 as evidence of an admission or a declaration against interest in any proceeding.

17 The parties request that plaintiff's motion for preliminary injunction be withdrawn,
18 *without prejudice*, and that the Court strike the hearing on plaintiff's motion for
19 preliminary injunction.
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DATED this 7th day of October, 2009.

PETERSON RUSSELL KELLY PLLC

By /s/ David M. Bowman
Michael T. Callan, WSBA #16237
David M. Bowman, WSBA #28523
Attorneys for Plaintiff

BADGLEY MULLINS LAW GROUP

By /s/ Per Email Authorization
Duncan C. Turner
WSBA #20597
Attorneys for Defendants

ORDER

This matter having come on before the Court upon the foregoing stipulation, and the court having reviewed the records and files herein and being otherwise fully advised of the facts and issues, IT IS HEREBY:

ORDERED, ADJUDGED AND DECREED that the plaintiff's motion for preliminary injunction in this matter is withdrawn without prejudice, and the hearing upon such motion scheduled for Friday, October 9, 2009 at 1:00 pm is hereby stricken.

DATED this 7th day of October, 2009.


RICARDO S. MARTINEZ
UNITED STATES DISTRICT JUDGE

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Presented by:
PETERSON RUSSELL KELLY PLLC

By: /s/ David M. Bowman
Michael T. Callan, WSBA 16237
David M. Bowman, WSBA 28523
Attorneys for the Plaintiffs

Approved as to Form
Notice of Presentation Waived:

By /s/ Per Email Authorization
Duncan C. Turner, WSBA 20597
Attorney for Defendants