

1 J. Andrew Coombs (SBN 123881)
2 J. Andrew Coombs, A Prof. Corp.
3 450 N. Brand Blvd, Suite 600
4 Glendale, California 91203-2349
5 Telephone: (818) 291-6444
6 Facsimile: (818) 291-6446

7 Attorneys for Plaintiff Disney
8 Enterprises, Inc.

9 Jason D. Maxwell (SBN 196215)
10 HIGGS, FLETCHER & MACK LLP
11 401 West A Street, Suite 2600
12 San Diego, California 92101
13 Telephone: (619) 236-1551
14 Facsimile: (619) 696-1410

15 Attorneys for Defendants Instant
16 Response Marketing, Inc.

17 Shirley Snodgrass
18 6 Liberty
19 Aliso Viejo, CA 92656
20 Telephone: (800) 408-8420
21 Facsimile: (877) 234-0268

22 Defendant *in pro se*

FILED-SOUTHERN DIVISION
CLERK, U.S. DISTRICT COURT
MAY 31 2005
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

Priority
Send
Clsd
Enter
JS-5/JS-6
JS-2/JS-3

23 UNITED STATES DISTRICT COURT
24 CENTRAL DISTRICT OF CALIFORNIA

25 Disney Enterprises, Inc.,
26 Plaintiff,
27 Instant Response Marketing, Inc.; et al.,
28 Defendants.

Case No. SA CV 04-0829 DOC
(ANx)

~~PROPOSED~~ CONSENT
DECREE PURSUANT TO
STIPULATION AND ORDER

DOCKETED ON CM
JUN - 1 2005
BY _____ 024

ORIGINAL

LOGGED

FILED MAY 31 2005

U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
SAN ANTONIO, TEXAS

1 The Court, having read and considered the Joint Stipulation for Entry of
 2 Consent Decree that has been executed on behalf of Plaintiff Disney Enterprises, Inc.
 3 (“Disney” or “Plaintiff”) on the one hand, and Defendants Instant Response
 4 Marketing, Inc. (“IRM”) and Shirley Snodgrass (collectively referred to herein as
 5 “Defendants”) on the other hand, and good cause appearing therefore, hereby:

6
 7 ORDERS that this Consent Decree shall be and is hereby entered in the within
 8 action as follows:

9
 10 1) This Court has jurisdiction over the parties to this action and over the subject
 11 matter hereof pursuant to 17 U.S.C. § 101 et seq., 17 U.S.C. § 501, 15 U.S.C. § 1051
 12 et seq., 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338, and 28 U.S.C. § 1367.

13 Service of process was properly made against Defendants, and each of them.

14
 15 2) Disney is the owner as against Defendants of all rights in and to the trademark
 16 registrations, specifically the DISNEY trademark, including those trademark
 17 registrations listed below hereto and incorporated herein by this reference, and the
 18 trademarks associated with the same (hereinafter referred to as the “Disney
 19 Trademarks”):

Registration	Trademark	Date of Registration	International Class
1,141,312	WALT DISNEY	May 6, 1980	16
1,162,727	DISNEY	July 28, 1981	16
1,189,727	WALT DISNEY WORLD	February 16, 1982	6, 9, 16, 18, 21, 41, 42
1,267,000	WALT DISNEY	February 14, 1984	9
2,239,170	DISNEY WONDER	April 13, 1999	39, 41, 42
2,573,544	WORLD OF DISNEY	May 28, 2002	35

1 3) Disney has expended considerable resources in the creation and commercial
2 exploitation of the Disney Trademarks on merchandise such as clothing, toys, home
3 furnishings, accessories and other products and in the enforcement of its intellectual
4 property rights in the Disney Trademarks.

5
6 4) Disney has alleged that Defendants have made unauthorized uses of the Disney
7 Trademarks or substantially similar likenesses or colorable imitations thereof.
8 Defendants deny any alleged infringement or other wrongdoing.

9
10 5) Defendants, their agents, servants, employees, representatives, successor and
11 assigns, and all persons, firms, corporations or other entities in active concert or
12 participation with any of the said Defendants, be immediately and permanently
13 enjoined from directly or indirectly infringing the Disney Trademarks in any manner,
14 including generally, but not limited to, copying, use, transmission, reproduction,
15 display or advertisement which infringes the Disney Trademarks (or any of them),
16 and, specifically from:

17
18 a) Using any of the Disney Trademarks or in any promotions, specifically
19 including any telemarketing campaign;

20
21 b) Otherwise infringing the Disney Trademarks;

22
23 c) Using any simulation, reproduction, counterfeit, copy or colorable imitation
24 of any of the Disney Trademarks in connection with the promotion, advertisement,
25 display, sale, offer for sale, manufacture, production, circulation or distribution of any
26 product or service in such fashion as to relate or connect or tend to relate or connect
27
28

1 such products or services in any way to Disney or to any goods or services sold,
2 manufactured, sponsored, approved by or connected with Disney;

3
4 d) Making any statement or representation whatsoever, or using any false
5 designation of origin or false description, or performing any act which can or is likely
6 to lead the trade or the public, or individual members thereof, to believe that any of
7 the products or services manufactured, distributed or sold by the Defendants, or any of
8 them, are in any manner associated or connected with Disney or are sold,
9 manufactured, licensed, sponsored, approved or authorized by Disney;

10
11 e) Engaging in any other activity constituting unfair competition with Disney
12 or constituting an infringement of any of the Disney Trademarks, or of Disney rights
13 in or to use or to exploit said trademarks or constituting any dilution of any of
14 Disney's names, reputation or good will;

15
16 f) Effecting assignments or transfers, forming new entities or associations or
17 using any other device for the purpose of circumventing or otherwise the prohibitions
18 set forth in subparagraphs 5(a) through 5(e); and

19
20 g) Aiding, abetting, contributing to or otherwise assisting anyone from
21 infringing upon the Disney Trademarks.

22
23 6) Each side shall bear its own fees and costs of suit.

24
25 7) This Consent Decree shall be deemed to have been served upon Defendants,
26 and each of them, at the time of its execution by the Court.
27
28

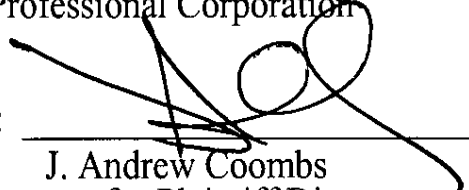
1 8) The Court finds there is no just reason for delay in entering this Consent Decree
2 and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
3 immediate entry of this Consent Decree against Defendant.
4

5 Dated: *May 31, 2005*

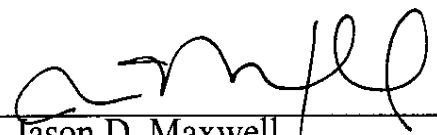
David O. Carter

Hon. David O. Carter
Judge, United States District Court for
the Central District of California,
Southern Division

9 Presented By:
10 J. ANDREW COOMBS,
11 A Professional Corporation

12 
13 By: _____
14 J. Andrew Coombs
15 Attorneys for Plaintiff Disney
16 Enterprises, Inc.

16 HIGGS, FLETCHER & MACK LLP

17 
18 By: _____
19 Jason D. Maxwell
20 Attorneys for Defendants Instant
21 Response Marketing, Inc.

20 SHIRLEY SNODGRASS

22 By: _____
23 Shirley Snodgrass
24 Defendant *in pro se*

1 8) The Court finds there is no just reason for delay in entering this Consent Decree
2 and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
3 immediate entry of this Consent Decree against Defendant.

4
5 Dated:

6
7 Hon. David O. Carter
8 Judge, United States District Court for
9 the Central District of California,
Southern Division

10 Presented By:
11 J. ANDREW COOMBS,
A Professional Corporation

12
13 By: _____
14 J. Andrew Coombs
Attorneys for Plaintiff Disney
Enterprises, Inc.

15
16 HIGGS, FLETCHER & MACK LLP

17
18 By: _____
19 Jason D. Maxwell
Attorneys for Defendants Instant
Response Marketing, Inc.

20 SHIRLEY SNODGRASS

21
22 By: Shirley Snodgrass
23 Shirley Snodgrass
Defendant *in pro se*

24
25
26
27
28

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 450 North Brand Boulevard, Suite 600, Glendale, California 91203-2349.

On May 31, 2005 I served on the interested parties in this action with the:

JOINT STIPULATION RE ENTRY OF [PROPOSED] CONSENT
DECREE AND ORDER

[PROPOSED] CONSENT DECREE PURSUANT TO STIPULATION
AND ORDER

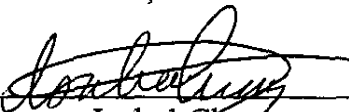
for the following civil action:

Disney Enterprises, Inc. v. Instant Response Marketing, Inc., et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Jason D. Maxwell, Esq.
Higgs, Fletcher & Mack
401 West A Street, Suite 2600
San Diego, California 92101

Place of Mailing: Glendale, California
Executed on May 31, 2005, at Glendale, California



Isabel Chang