

1 MANATT, PHELPS & PHILLIPS, LLP
Jill M. Pietrini (Bar No. CA 138335)
2 jpietrini@manatt.com
Barry E. Mallen (Bar No. CA 120005)
3 bmallen@manatt.com
Stuart H. Katz (Bar No. CA 226622)
4 skatz@manatt.com
11355 West Olympic Boulevard
5 Los Angeles, CA 90064-1614
Telephone: (310) 312-4000
6 Facsimile: (310) 312-4224

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7 *Attorneys for Plaintiff*
SUMMIT ENTERTAINMENT, LLC
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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION

13 SUMMIT ENTERTAINMENT, LLC,
a Delaware limited liability company,

14 Plaintiff,

15 v.

16 BECKETT MEDIA, LLC., a Delaware
17 Corporation, and Does 1-10, inclusive,

18 Defendants.
19

Case No. CV09-8161 PSG (MANx)

~~[PROPOSED]~~ PRELIMINARY
INJUNCTION

20 The Court has considered plaintiff Summit Entertainment, LLC's
21 ("Summit") order to show cause re preliminary injunction based on Summit's
22 claims of copyright infringement, trademark infringement, false designation of
23 origin, unfair competition, and breach of contract. The Court, having heard
24 argument thereon and having considered all papers and admissible evidence filed in
25 support of and in opposition to Summit's order to show cause re preliminary
26 injunction, and having determined that Summit is entitled to a preliminary
27 injunction,

28 IT IS HEREBY ORDERED THAT:

1 1. Defendant Beckett Media, LLC (“Defendant”) and its subsidiaries,
2 officers, agents, servants, directors, employees, partners, representative, assigns,
3 successors, related companies, and attorneys, and all persons in active concert or
4 participation with Defendant or with any of the foregoing, including Defendant’s
5 distributors, be enjoined during the pendency of this case, from:

6 a. Copying, displaying, featuring, or using the content,
7 photographs, poster images, or any other copyrightable subject matter from, related
8 to, or produced or generated in connection with the *Twilight* motion pictures, its
9 sequel *The Twilight Saga: New Moon*, or any other sequels to *Twilight*
10 (collectively the “*Twilight* Motion Pictures”), or engaging in any act in violation of
11 Summit’s copyrights. This paragraph 1.a. shall not preclude the use of Summit’s
12 copyrightable subject matter related to the *Twilight* Motion Pictures in a manner
13 that constitutes permissible “fair use” under 17 U.S.C. § 107.

14 b. Manufacturing, transporting, promoting, importing, advertising,
15 publicizing, distributing, offering for sale, or selling any goods bearing the
16 TWILIGHT trademark as a word mark or in Summit’s stylized mark shown below
17 (collectively “TWILIGHT Marks”):



21 or any other mark, name, symbol, or logo which is likely to cause confusion or to
22 cause mistake or to deceive persons into the erroneous belief that any goods that
23 Defendant caused to enter the stream of commerce are sponsored, licensed, or
24 endorsed by Summit, are authorized by Summit, or are connected or affiliated in
25 some way with Summit or the *Twilight* Motion Pictures;

26 c. Manufacturing, transporting, promoting, importing, advertising,
27 publicizing, distributing, offering for sale, or selling any goods bearing the Twilight
28 Marks or any other mark, name, symbol, or logo that is a copy or colorable

1 imitation of, incorporates, or is confusingly similar to the Twilight Marks; this
2 paragraph 1.c., however, shall not preclude defendant from displaying
3 advertisements bearing the Twilight Marks when the prospective advertiser is
4 licensed to use such mark;

5 d. Representing or implying Summit's endorsement, sponsorship,
6 license, or approval of, or Summit's affiliation with, Defendant's goods;

7 e. Representing or implying that Defendant is in any way
8 sponsored by, affiliated with, or endorsed or licensed by Summit; or

9 f. Knowingly assisting, inducing, aiding, or abetting any other
10 person or business entity in engaging in or performing any of the activities referred
11 to in paragraphs 1(a) to (e) above.

12 2. Summit shall post a bond in the sum of \$50,000 for the payment of
13 such costs and damages as may be incurred or suffered by any party who is found
14 to have been wrongfully enjoined or restrained.

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16
17 Dated: 01/15/10



UNITED STATES DISTRICT JUDGE

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Presented By:

MANATT, PHELPS & PHILLIPS, LLP

By: s/ Jill M. Pietrini
Jill M. Pietrini
Barry E. Mallen
Stuart H. Katz
Attorneys for Plaintiff
SUMMIT ENTERTAINMENT, LLC

PROOF OF SERVICE

I, LaTrina A. Martin, declare as follows:

I am employed in Los Angeles County, Los Angeles, California. I am over the age of eighteen years and not a party to this action. My business address is MANATT, PHELPS & PHILLIPS, LLP, 11355 West Olympic Boulevard, Los Angeles, California 90064-1614. On **January 13, 2010**, I served the within: **[PROPOSED] PRELIMINARY INJUNCTION**

on the interested parties in this action addressed as follows:

Joel M. Smith, Esq.
LEOPOLD, PETRICH & SMITH
2049 Century Park E - Suite 3110
Los Angeles, CA 90067
Phone: (310) 277-3333
Fax: (310) 277-7444

Counsel for Defendant
BECKETT MEDIA, LLC

[By Facsimile]

- (BY MAIL)** By placing such document(s) in a sealed envelope, with postage thereon fully prepaid for first class mail, for collection and mailing at Manatt, Phelps & Phillips, LLP, Los Angeles, California following ordinary business practice. I am readily familiar with the practice at Manatt, Phelps & Phillips, LLP for collection and processing of correspondence for mailing with the United States Postal Service, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for collection.
- (BY FACSIMILE)** By transmitting (or causing to be transmitted) such document(s) by use of facsimile machine telephone number (310) 312-4224 to the parties at the facsimile numbers listed on the attached Proof of Service List. The facsimile machine used complies with California Rules of Court, Rule 2003(3). The transmission was reported as complete and no error was reported by the machine. I caused the transmitting machine to print a record of the transmission, a copy of which is attached to this declaration.
- (OVERNIGHT COURIER/FEDERAL EXPRESS)** By placing such document(s) in a sealed envelope, for collection and overnight mailing at Manatt, Phelps & Phillips, LLP, Los Angeles, California following ordinary business practice. I am readily familiar with the practice at Manatt, Phelps & Phillips, LLP for collection and processing of overnight service mailing, said practice being that in the ordinary course of business, correspondence is deposited with the overnight messenger service for delivery as addressed.
- (BY PERSONAL SERVICE)** By causing such document(s) to be delivered by hand, as addressed by delivering same to _____ with instructions that it be personally served.
- (BY ELECTRONIC MAIL)** By transmitting such document(s) electronically at [time] from my e-mail address, lmartin@manatt.com at Manatt, Phelps & Phillips, LLP, Los Angeles, California, to the person(s) at the electronic mail addresses listed above. The transmission was reported as complete and without error.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made and that the foregoing is true and correct.

Executed on **January 13, 2010**, at Los Angeles, California.

/s/LaTrina A. Martin
LaTrina A. Martin

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