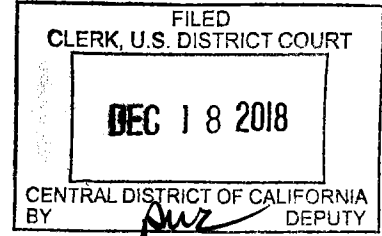


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6 Attorneys for Ronn Moss

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

11 RONN MOSS, an individual,
12 Plaintiff,

13 vs.

14 PETER BECKETT, an individual,
15 Defendant.

Case No. 2:18-cv-4784-SVW (GJS)

~~[PROPOSED]~~ STIPULATED
JUDGMENT

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1 Whereas Plaintiff Ronn Moss (“Plaintiff” or “Moss”) and Defendant Peter
2 Beckett (“Defendant” or “Beckett”), by and through their counsel of record, in a
3 confidential Settlement Agreement dated November __, 2018, have agreed and
4 stipulated to settle this matter through the entry of a judgment, and good cause
5 appearing therefor, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
6 **THAT:**

7 A. The Court has jurisdiction over the subject matter in this dispute and
8 the parties herein. Venue is proper in this Judicial District. The Court finds that there
9 is a factual and legal basis for entry of this Judgment and for the enforceability of
10 this Judgment as set forth herein.

11 B. An unincorporated partnership comprising Moss and Beckett (the
12 “Partnership”) owns common law trademark rights in the PLAYER trademark
13 (including any stylized logo embodying the trademark). That mark is valid,
14 subsisting, and enforceable.

15 C. The Director of the United States Patent & Trademark Office is hereby
16 directed to rectify the register with respect to U.S. Trademark Registration No.
17 4,640,664 (“Registration”) currently registered to Defendant Peter Beckett, and to
18 amend the Registration as to its ownership so as to provide that the Registration is
19 owned by and registered to “Peter Beckett and Ronn Moss, dba an unincorporated
20 partnership.”

21 D. By virtue of the Partnership’s ownership of the PLAYER trademark,
22 the use of the mark by either Beckett or Moss to promote their individual goods or
23 services, without the consent of the other (as set forth in the Settlement Agreement),
24 and in a manner which does not constitute fair use, is likely to cause consumer
25 confusion as the source or sponsorship of such goods or services.

26 E. In the event that either party violates the terms of the Settlement
27 Agreement, and proper notice is given to the allegedly breaching party of the alleged
28 breach, and the allegedly breach party fails to adhere to, and comply with, the cure

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1 provisions set forth in the Settlement Agreement, the party alleging the breach shall
2 have the right to seek immediate injunctive relief from this Court, on an *ex parte*
3 application (if the facts so warrant), or via motion. In any such proceeding, the
4 prevailing party shall recover his reasonable attorneys' fees, in addition to any other
5 relief and/or damages. The Court may also issue such further orders and directions
6 as may be necessary or appropriate to resolve any issues out of a claim of violation
7 of or noncompliance.

8 F. There shall be no appeals from this Judgment, and each party waives
9 his right to appeal. Each party shall bear their own costs and attorneys' fees
10 heretofore incurred in this Action.

11 For good cause appearing, IT IS SO ORDERED.

12 Dated: December 18, 2018



17 Honorable Stephen V. Wilson
18 UNITED STATES DISTRICT JUDGE

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