

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF FLORIDA  
3 DIVISION TALLAHASSEE

4 C.A. NO. 4:11 cv50-SPM/WCS

5 **ELVIS PRESLEY**  
6 **ENTERPRISES, INC. and ELVIS**  
7 **PRESLEY ENTERPRISES, LLC**

8 **Plaintiffs,**

9 **v.**

10 **BUD GLASS PRODUCTIONS and**  
11 **BUD GLASS, Individually and as officer,**  
12 **director, employee and shareholder of**  
13 **BUD GLASS PRODUCTIONS INC.**

14 **Defendants.**

15 **CONSENT ORDER**

16 Pursuant to their Agreement, Plaintiffs Elvis Presley Enterprises, Inc. and Elvis  
17 Presley Enterprises, LLC (hereinafter collectively "Plaintiffs"), on the one hand and  
18 Defendants Bud Glass individually and d/b/a as Bud Glass Productions (hereinafter  
19 collectively "Defendants") on the other, and hereby stipulate to the entry of this Consent  
20 Order as follows:

21 Defendants, their respective agents, servants, shareholders, officers, directors and  
22 employees and those persons or companies in active concert or participation with them  
23 are hereby permanently enjoined from directly or indirectly manufacturing, distributing,  
24 marketing, promoting and selling a CD/DVD box set entitled 'Elvis 77 - The Final  
25 Curtain,' (hereinafter the "Infringing Product" or "Infringing Products") one component  
26 of which is a DVD containing a copy of a TV program entitled: "Elvis in Concert" and  
27 also known as "the CBS Special," and another component of which are DVDs containing  
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1 contains raw footage from the Omaha, Nebraska, and Rapid City, South Dakota, which  
2 raw footage was used in the CBS Special. Defendants are further permanently enjoined  
3 from:

4  
5 1. engaging in any further acts of copyright infringement by infringing any of  
6 the Plaintiffs' copyrighted works by causing to be manufactured, distributed and sold any  
7 unauthorized copies of same or any derivative copies which are substantial similar to the  
8 Plaintiffs' copyrighted works;

9 2. from wrongfully using, exploiting, publishing, distributing, copying,  
10 advertising or transmitting in any form Plaintiffs' trademarks;

11 3. Importing into or exporting to the United States, its territories or  
12 possessions, any unauthorized goods which bear a copy of the trademark "Elvis" or  
13 "Elvis Presley" or any goods and/or services which wrongfully use the name, image,  
14 likeness, photograph, signature or other indicia of Elvis Presley (hereinafter called "Elvis  
15 Products");

16  
17 4. Exporting from, or importing into any foreign country from, the United  
18 States, its territories or possessions, any counterfeit Elvis Products;

19 5. Manufacturing, assembling, or participating in the manufacture or  
20 assembly of any counterfeit Elvis Products;

21  
22 6. Infringing Plaintiffs' established proprietary rights in the Elvis and Elvis  
23 trademarks and all protectable variations thereof, by further promoting advertising,  
24 publishing or offering for sale, products which bear a copy of the Elvis and Elvis Presley  
25 trademarks; however, this Agreement in no way prohibits Defendants' rights to  
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1 promoting, advertising, publishing, offering for sale, or dealing with products which are  
2 otherwise legal.

3 7. Otherwise infringing Plaintiffs' established proprietary rights at common  
4 law and in the above-identified trademarks;

5 8. Competing unfairly with Plaintiffs in any manner by continued use or sale  
6 of counterfeit Elvis Products);

7 9. Further damaging Plaintiffs' established goodwill and reputation by  
8 diluting the distinctiveness of Plaintiffs' established proprietary rights in the Elvis and  
9 Elvis Presley trademarks by holding themselves out as having any business relationship  
10 with the Plaintiffs, or either of them.

11 10. Competing unfairly with Plaintiffs by passing off counterfeit Elvis  
12 Products as genuine goods of Plaintiffs; and

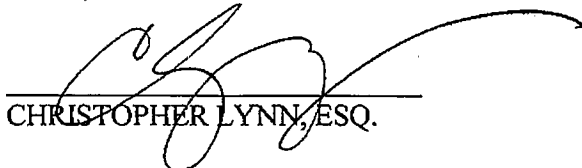
13 11. Buying, selling or in any way dealing with counterfeit Elvis Products or  
14 any goods bearing a copy of the Elvis or Elvis Presley trademarks;

15 12. The Parties agree that, upon entry of this Consent Order, counsel for  
16 Plaintiffs shall submit a stipulation of dismissal of this action with prejudice with regard  
17 to those claims against Defendants.

18 Respectfully submitted,  
19 ELVIS PRESLEY ENTERPRISES, INC.  
20 ELVIS PRESLEY ENTERPRISES, LLC  
21 By its attorneys,

22   
23 \_\_\_\_\_  
24 TIMOTHY J. ERVIN

BUD GLASS and d/b/a  
BUD GLASS PRODUCTIONS,  
~~By its attorneys,~~

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26 \_\_\_\_\_  
27 CHRISTOPHER LYNN, ESQ.

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IT IS SO ORDERED

*Rovermshank*  
U.S. DISTRICT JUDGE

Dated: 6/29/2011

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