

EXHIBIT A
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GFOUR PRODUCTIONS, LLC, and
SPOTLIGHT RIGHTS, LLC;

Plaintiff,

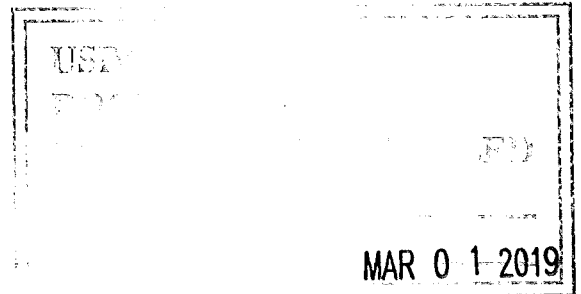
vs.

OFF BROADWAY TOURING, LLC, and
JOE CORCORAN PRODUCTIONS, INC.,
and VAN ZANDT/MILMORE
PUBLISHING, LLC, and VAN
ZANDT/MILMORE PRODUCTIONS, and
THE MANOPOUSE BOYS, LLC

Defendants.

Case No. 1:18-cv-4439 (AJN)

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**



THIS MATTER (the “Civil Action”) having been commenced by plaintiffs Spotlight Rights, LLC and GFour Productions, LLC (“Plaintiff” or “MTM Parties”) by filing a complaint on May 21, 2018 against defendants Off Broadway Touring, LLC, Joe Corcoran Productions, Inc., which was later amended [Dkt. 38] to include Van Zandt/Milmore Publishing, LLC, Van Zandt/Milmore Productions, and The Manopause Boys, LLC.

Whereas the term “Defendants” in this consent judgment refers to Van Zandt/Milmore Productions);

Defendants having agreed and acknowledged service for the purposes of consenting to jurisdiction and enforcement by this Court;

Plaintiff and Defendants having consulted independent legal counsel in connection with this Civil Action; and

Plaintiff and Defendant having agreed to the entry of this Consent Judgment and Permanent Injunction (the “Consent Judgment”);

NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties, and ORDERED AND ADJUDGED, and made effective as of this

15th day of ~~January~~ ^{March}, 2019 as follows:

1. The Court has personal jurisdiction over each of the parties to this action. The Court has federal question jurisdiction pursuant to 28 U.S.C. §§ 1331, and 1338 over the Lanham Act claims because the action alleges *inter alia* violations of federal statutes; and the Court has jurisdiction pursuant to 28 U.S.C. §§ 1338(b) and 1367 over the state law claims because they arise out of the same nucleus of operative fact and are so related to the federal cause of action that they form the same case or controversy. Venue is proper in this judicial district under 28 U.S.C. § 1391.

2. Defendant consent to the jurisdiction of this Court to enter and enforce the Order against them, their officers, employees, servants, agents, licensees, attorneys, successors-in-title, affiliates, subsidiaries and assigns, all those in active concert and participation with any of them, and the parties hereby consent to the entry of this Consent Judgment.

3. The Court hereby directs final judgment in favor of Plaintiff and against Defendant in accordance with the terms herein.

4. MTM Parties are the owner/exclusive licensee of the trademark MENOPAUSE THE MUSICAL® under U.S. Trademark Registration Nos. 2,962,504; 3,354,640; 3,171,313; and 3,354,641 (“MTM Parties’ IP”) for a variety of goods and services

including but not limited to Entertainment services, namely, the continuing production and exhibition of stage plays and musical shows.

5. MTM Parties and Defendant has agreed to the terms of a Confidential Settlement Agreement pursuant to which the parties have agreed to entry of this Consent Judgment. Therefore, Defendant, including its respective parents, subsidiaries, affiliates, officers, agents, servants, employees, and those persons in active concert or participation with it are hereby enjoined and directed as follows:

- (a) Defendant is enjoined and restrained from using MENOPAUSE, MANOPAUSE, MENOPAUSE THE MUSICAL, MANOPAUSE THE MUSICAL, THE MANOPAUSE BOYS and/or MANOPAUSE BOYS alone, or in combination with any other word(s), or any derivation or phonetic equivalent or typo or misspelling or colorable imitation thereof, including but not limited to all use of MENOPAUSE, MANOPAUSE, MENOPAUSE THE MUSICAL, MANOPAUSE THE MUSICAL, THE MANOPAUSE BOYS and/or MANOPAUSE BOYS in marketing including on-line marketing campaigns, pay-per click advertising, banner ads, and any other marketing efforts including meta-tags, keywords, Google AdWords and Defendant shall not register or maintain any domains using MENOPAUSE, MANOPAUSE, MENOPAUSE THE MUSICAL, MANOPAUSE THE MUSICAL, THE MANOPAUSE BOYS and/or MANOPAUSE BOYS or any phonetic equivalent or typographical error thereof.

- (b) Defendant shall not file for, apply, renew or maintain any application/registration for a trademark using MENOPAUSE, MANOPAUSE, MENOPAUSE THE MUSICAL, MANOPAUSE THE MUSICAL, THE MANOPAUSE BOYS and/or MANOPAUSE BOYS.
- (c) For a period of five (5) years from the date of this order, Defendant shall not engage in any comparative advertising or make any comparison to the MTM Parties or MENOPAUSE THE MUSICAL.
- (d) Defendant shall remove all reference to or use of a Huffington Post Article (dated February 2018) which compared Defendant's show to MTM Parties' MENOPAUSE THE MUSICAL.
- (e) Defendant shall not encourage, request or suggest to any reviewers, critics or others who write reviews, whether online or in print, or induce the foregoing to make any comparison to MTM Parties or MENOPAUSE THE MUSICAL.
- (f) As to Defendant's FIRST COUNTERCLAIM in its Amended Answer (Dkt. 19), Plaintiff's MENOPAUSE THE MUSICAL is not a single expressive work and Registration No. 2,962,504 filed under Application Serial No. 78/372,467 is not invalid for fraud, non-use or abandonment.
- (g) As a limited exception to the above paragraphs 5(a)-5(e), Defendant may use the terms "menopause" or "manopause" descriptively within the text of its marketing materials provided that "menopause" or "manopause is: (1) not used with emphasis in comparison to adjacent words/wording; (2) not used as a trademark (3) not used as a tagline or show title; and (4) not used

unnecessarily or for the purpose and/or effect of driving internet traffic to Defendant websites, or marketing Defendant's show or ticket sales.

- (h) As another limited exception to the above paragraphs 5(a)-5(e), and as to Defendant's play which does not use MENOPAUSE or MANOPAUSE as a show title or trade mark, Defendant may link to or provide complete copies of third-party reviews of that play if that review refers to "Menopause The Musical" in the body of the review, provided that such review does not violate paragraph 5(e) above and with the restriction that Defendant is prohibited from extracting or emphasizing or using any quotes from such third-party reviews which use the terms "menopause" or "manopause" for a period of five (5) years.

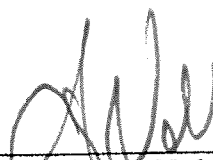
6. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms and provisions of this Consent Judgment.

7. The parties shall bear their own costs and fees.

8. Any remaining claims as between MTM Parties' and Defendant as well as any claim or request for costs or fees by or between the parties, their parents, subsidiaries, affiliates, officers, agents, servants, employees, and those persons in active concert or participation with it whether past, present, known or unknown not otherwise addressed by this Consent Judgment which were raised in the Civil Action, are hereby dismissed with prejudice.

IT IS SO ORDERED.

Dated: 3/1/19




Hon. Alison J. Nathan
United States District Court Judge

CONSENT

The foregoing Consent Judgment and Permanent Injunction is approved as to form and substance, and the entry thereof without further notice is hereby consented to, and the respective parties have agreed to waive, and do hereby waive, all rights of appeal which they, or any of them, may have from said Consent Judgment and Permanent Injunction.

Dated: ^{Feb} ~~January~~ 4, 2019

Respectfully submitted,

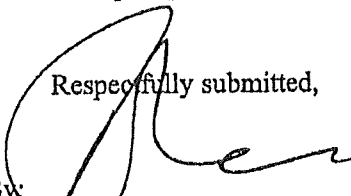
By: 

Gene S. Winter, Esq. (GW6798)
Jonathan S. Winter, Esq. (JW4345)
986 Bedford Street
Stamford, Connecticut 06905-5619

Attorneys for Plaintiffs GFour Productions, LLC
and Spotlight Rights, LLC.

Dated: ^{Feb} ~~January~~ 6, 2019

Respectfully submitted,

By: 

Richard Roth, Esq. (5538)
The Roth Law Firm, PLLC
295 Madison Avenue, 22nd Floor
New York, NY 10017

Attorney for Defendant
Van Zandt/Milmore Productions.

EXHIBIT A
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAR 26 2019

GFOUR PRODUCTIONS, LLC, and
SPOTLIGHT RIGHTS, LLC;

Plaintiff,

vs.

OFF BROADWAY TOURING, LLC, and
JOE CORCORAN PRODUCTIONS, INC.,
and VAN ZANDT/MILMORE
PUBLISHING, LLC, and VAN ZANDT/
MILMORE PRODUCTIONS, and THE
MANOPAUSE BOYS, LLC

Defendants.

Case No. 1:18-cv-4439 (AJN)

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

THIS MATTER (the “Civil Action”) having been commenced by plaintiffs Spotlight Rights, LLC and GFour Productions, LLC (“Plaintiff” or “MTM Parties”) by filing a complaint on May 21, 2018 against defendants Off Broadway Touring, LLC, Joe Corcoran Productions, Inc., which was later amended [Dkt. 38] to include Van Zandt/Milmore Publishing, LLC, Van Zandt/Milmore Productions, and The Manopause Boys, LLC;

Whereas the term “Defendants” in this consent judgment refers individually and collectively to Off Broadway Touring, LLC and Joe Corcoran Productions, Inc and The Manopause Boys, LLC.

Defendants having agreed and acknowledged service for the purposes of consenting to jurisdiction and enforcement by this Court;

Plaintiff and Defendants having consulted independent legal counsel in connection with this Civil Action; and

Plaintiff and Defendants having agreed to the entry of this Consent Judgment and Permanent Injunction (the "Consent Judgment");

NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties, and ORDERED AND ADJUDGED, and made effective as of this 26th day of March, 2019 as follows:

1. The Court has personal jurisdiction over each of the parties to this action. The Court has federal question jurisdiction pursuant to 28 U.S.C. §§ 1331, and 1338 over the Lanham Act claims because the action alleges *inter alia* violations of federal statutes; and the Court has jurisdiction pursuant to 28 U.S.C. §§ 1338(b) and 1367 over the state law claims because they arise out of the same nucleus of operative fact and are so related to the federal cause of action that they form the same case or controversy. Venue is proper in this judicial district under 28 U.S.C. § 1391.
2. Defendants consent to the jurisdiction of this Court to enter and enforce the Order against them, their officers, employees, servants, agents, licensees, attorneys, successors-in-title, affiliates, subsidiaries and assigns, all those in active concert and participation with any of them, and the parties hereby consent to the entry of this Consent Judgment.
3. The Court hereby directs final judgment in favor of Plaintiff and against Defendants in accordance with the terms herein.
4. MTM Parties are the owner/exclusive licensee of the trademark MENOPAUSE THE MUSICAL® under U.S. Trademark Registration Nos. 2,962,504; 3,354,640;

3,171,313; and 3,354,641 (“MTM Parties’ IP”) for a variety of goods and services including but not limited to Entertainment services, namely, the continuing production and exhibition of stage plays and musical shows.

5. MTM Parties and Defendants have agreed to the terms of a Confidential Settlement Agreement pursuant to which the parties have agreed to entry of this Consent Judgment. Therefore, Defendants, including their respective parents, subsidiaries, affiliates, officers, agents, servants, employees, and those persons in active concert or participation with them are hereby enjoined and directed as follows:

- (a) Defendants are enjoined and restrained from using MENOPAUSE, MANOPAUSE, MENOPAUSE THE MUSICAL, MANOPAUSE THE MUSICAL, THE MANOPAUSE BOYS and/or MANOPAUSE BOYS alone, or in combination with any other word(s), or any derivation or phonetic equivalent or typo or misspelling or colorable imitation thereof, including but not limited to all use of MENOPAUSE, MANOPAUSE, MENOPAUSE THE MUSICAL, MANOPAUSE THE MUSICAL, THE MANOPAUSE BOYS and/or MANOPAUSE BOYS in marketing including on-line marketing campaigns, pay-per click advertising, banner ads, and any other marketing efforts including meta-tags, keywords, Google AdWords and Defendants shall not register or maintain any domains using MENOPAUSE, MANOPAUSE, MENOPAUSE THE MUSICAL, MANOPAUSE THE MUSICAL, THE MANOPAUSE BOYS

and/or MANOPAUSE BOYS or any phonetic equivalent or typographical error thereof.

- (b) Defendants shall not file for, apply, renew or maintain any application/ registration for a trademark using MENOPAUSE, MANOPAUSE, MENOPAUSE THE MUSICAL, MANOPAUSE THE MUSICAL, THE MANOPAUSE BOYS and/or MANOPAUSE BOYS.
- (c) For a period of five (5) years from the date of this order, Defendants shall not engage in any comparative advertising or make any comparison to the MTM Parties or MENOPAUSE THE MUSICAL.
- (d) Defendants shall remove all reference to or use of a Huffington Post Article (dated February 2018) which compared Defendant's show to MTM Parties' MENOPAUSE THE MUSICAL.
- (e) Defendants shall not encourage, request or suggest to any reviewers, critics or others who write reviews, whether online or in print, or induce the foregoing to make any comparison to MTM Parties or MENOPAUSE THE MUSICAL.
- (f) As to Defendant's FIRST COUNTERCLAIM in its Amended Answer (Dkt. 19), Plaintiff's MENOPAUSE THE MUSICAL is not a single expressive work and Registration No. 2,962,504 filed under Application Serial No. 78/372,467 is not invalid for fraud, non-use or abandonment.
- (g) As a limited exception to the above paragraphs 5(a)-5(e), Defendants may use the terms "menopause" or "manopause" descriptively within the text

of its marketing materials provided that “menopause” or “manopause is: (1) not used with emphasis in comparison to adjacent words/wording; (2) not used as a trademark (3) not used as a tagline or show title; and (4) not used unnecessarily or for the purpose and/or effect of driving internet traffic to Defendants websites, or marketing Defendant’s show or ticket sales.

- (h) As another limited exception to the above paragraphs 5(a)-5(e), and as to Defendant’s play which does not use MENOPAUSE or MANOPAUSE as a show title or trade mark, Defendants may link to or provide complete copies of third-party reviews of that play if that review refers to “Menopause The Musical” in the body of the review, provided that such review does not violate paragraph 5(e) above and with the restriction that Defendants are prohibited from extracting or emphasizing or using any quotes from such third-party reviews which use the terms “menopause” or “manopause” for a period of five (5) years.
- (i) As a limited exception which applies to plays other than the one subject to the underlying litigation and derivatives thereto, and those relating to the topical matter of menopause, andropause, aging and weight loss/gain, Defendant Off Broadway Touring shall not encourage or suggest that producers use comparative advertising making any comparison to the MTM Parties or MENOPAUSE THE MUSICAL until April 1, 2024; and to the extent that a producer engages in comparative advertising on its own

volition, without encouragement or suggestion of Off Broadway Touring, Plaintiff shall not pursue litigation against Defendant Off Broadway Touring. With regards to the play that is the subject of the underlying litigation or any derivative plays thereto, Off Broadway Touring shall not engage in comparative advertising to the MTM Parties or MENOPAUSE THE MUSICAL until April 1, 2024.

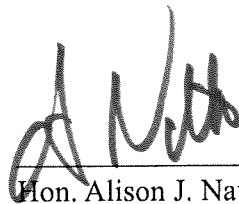
6. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms and provisions of this Consent Judgment.

7. The parties shall bear their own costs and fees.

8. Any remaining claims as between MTM Parties' and Defendants as well as any claim or request for costs or fees by or between the parties, their parents, subsidiaries, affiliates, officers, agents, servants, employees, and those persons in active concert or participation with it whether past, present, known or unknown not otherwise addressed by this Consent Judgment which were raised in the Civil Action, are hereby dismissed with prejudice.

IT IS SO ORDERED.

Dated: 3/26/19



Hon. Alison J. Nathan
United States District Court Judge

CONSENT

The foregoing Consent Judgment and Permanent Injunction is approved as to form and substance, and the entry thereof without further notice is hereby consented to, and the respective parties have agreed to waive, and do hereby waive, all rights of appeal which they, or any of them, may have from said Consent Judgment and Permanent Injunction.

Dated: March 25, 2019

Respectfully submitted,

By: _____

Gene S. Winter, Esq. (GW6798)
Jonathan S. Winter, Esq. (JW4345)
986 Bedford Street
Stamford, Connecticut 06905-5619
Telephone: (203) 324-6155
Facsimile: (203) 327-1096
gwinter@ssjr.com

Attorneys for Plaintiffs GFour Productions, LLC
and Spotlight Rights, LLC.

Dated: March 27, 2019

Respectfully submitted,

By: _____

Paul C. Rapp Esq.
P.O. Box 366
247 Beartown Mountain Rd
Moterey, Massachusetts 01245
Telephone: (413) 553-3189
Fax: (855) 222-2818
paul@paulrapp.com

Attorney for Defendants Off Broadway Touring,
LLC, Joe Corcoran Productions, Inc, and The
Manopause Boys, LLC.