

# **RUNWAY**<sup>®</sup>

**M A G A Z I N E**

## **CEASE AND DESIST — FORMAL NOTICE**

**DATE: March 18, 2026**

**FROM:  
ELEONORA DE GRAY  
CEO & EDITOR-IN-CHIEF  
RUNWAY MAGAZINE®**

23-25 RUE JEAN JACQUES ROUSSEAU  
75001 PARIS, FRANCE

**ATTENTION TO:  
RECIPIENT NAMES REDACTED  
FOR PUBLIC RELEASE**

**The Walt Disney Company**  
500 South Buena Vista Street  
Burbank, CA 91521  
USA

**ATTENTION TO:  
RECIPIENT NAMES REDACTED FOR PUBLIC  
RELEASE**

**20th Century Studios**  
10201 West Pico Boulevard  
Los Angeles, CA 90064  
USA

**ATTENTION TO:  
RECIPIENT NAMES REDACTED FOR PUBLIC  
RELEASE**

**VIA EMAIL AND CERTIFIED MAIL**

## **INTRODUCTION**

After eight months of unsuccessful attempts to resolve this matter amicably, I am issuing this formal notice regarding the continued unauthorized use of the RUNWAY MAGAZINE® name, brand, and media identity in connection with “The Devil Wears Prada 2” and related commercial activities. This includes, without limitation:

- **the unauthorized use of the RUNWAY MAGAZINE® identity;**
- **the unauthorized creation of derivative commercial materials;**
- **unauthorized merchandising;**
- **unauthorized licensing and brand partnerships;**
- **false or misleading claims of association or endorsement;**
- **commercial exploitation outside the scope of any permissible expressive use;**
- **reputational harm;**
- **conduct inconsistent with good-faith negotiation.**

# STATEMENT OF RIGHTS

RUNWAY MAGAZINE® is a real, legally established international media publication founded in 1995 in New York, with continuous print and digital circulation for more than three decades. RUNWAY MAGAZINE® is produced in nine languages and reaches an international audience exceeding 20 million readers across print, digital, and immersive Web3 formats.

The brand is protected under international intellectual property frameworks, including active trademark registration under WIPO since 2013, enforcement within the European Union, and later in the United States. These rights are further supported by the Paris Convention (Article 6bis), the TRIPS Agreement (Article 16), and longstanding doctrines of first use in commerce under U.S. law. Trademark registration strengthens these rights; it does not create them.

RUNWAY MAGAZINE® has already been formally acknowledged within the Devil Wears Prada franchise through a licensing agreement executed on January 23, 2024. That agreement did not concern fictional reference within the narrative; it authorized the use of the real RUNWAY MAGAZINE® logo, covers, and brand imagery in a physical promotional installation for the musical, including large-format banners and a transparent photo-booth structure in which audience members could stand and be photographed. This prior agreement confirms that the RUNWAY MAGAZINE® brand is a real, established media entity whose name, logo, and visual identity require acknowledgment and clearance when used in public-facing or commercial environments connected to the franchise.

The protections afforded to expressive works under the First Amendment apply only to fictional or artistic use. They do not extend to commercial exploitation, merchandising, brand partnerships, or promotional activities, nor do they apply once formal notice of a real-world rights holder has been provided. RUNWAY MAGAZINE® issued such notice in July 2025, prior to the commencement of filming.

## SUMMARY OF VIOLATIONS

Over the past eight months, multiple categories of unauthorized activity have been documented across promotional, commercial, and public-facing materials connected to “The Devil Wears Prada 2.” These actions extend far beyond expressive use within a fictional narrative and constitute commercial exploitation, brand misappropriation, and conduct inconsistent with good-faith negotiation. The following summarizes the principal violations, with supporting evidence provided in the accompanying exhibits.

### 1. Unauthorized Commercial Use of the RUNWAY MAGAZINE® Identity

**Promotional materials, marketing assets, and public-facing installations have used the RUNWAY MAGAZINE® name, logo, and visual identity without authorization**, including the creation and distribution of fabricated magazine covers, branded props, and other derivative materials designed to resemble the real publication.

## 2. Unauthorized Merchandising and Retail Distribution

A fabricated RUNWAY MAGAZINE® product was offered for sale through a major U.S. ticketing platform, generating widespread online circulation before removal. This constitutes direct commercial exploitation of a protected media identity.

## 3. Unauthorized Licensing and Brand Partnerships

Major global cosmetics brands released promotional campaigns featuring fabricated RUNWAY MAGAZINE® materials, including staged product placements, branded backdrops, and props designed to resemble the real publication. These campaigns were distributed internationally through press releases, social media, and paid advertising.

## 4. Unauthorized Derivative Commercial Materials

Influencer campaigns, designer collaborations, and branded photoshoots have featured fabricated RUNWAY MAGAZINE® covers, creating the false appearance of editorial endorsement or partnership.

## 5. False or Misleading Claims of Association or Endorsement

Public-facing posts from entities affiliated with the production have explicitly implied a partnership between RUNWAY MAGAZINE® and other real-world fashion media brands, creating deliberate confusion and reputational harm.

## 6. Intentional Dilution and Blurring of Brand Identity

Promotional materials for the sequel have deliberately aligned the fictional RUNWAY with competing real-world editorial institution, including through musical cues, visual staging, and marketing language designed to collapse the distinction between the brands. This constitutes dilution by blurring under U.S. and EU law.

## 7. Planned Installation of Branded Photobooth Activations

Production materials indicate plans for large-scale photobooth installations in cinema venues using fabricated RUNWAY MAGAZINE® branding, mirroring the real-world installations previously licensed for the theatrical adaptation. This constitutes unauthorized commercial activation.

## 8. Post-Notice Continuation of Unauthorized Use

Despite receiving multiple formal notices between July 2025 and February 2026, the production continued to develop and expand materials incorporating the **RUNWAY MAGAZINE® identity**, including new commercial partnerships and promotional assets created after notice was provided. While large-scale public marketing only began in recent days, the underlying commercial materials, partnerships, and derivative assets were developed throughout the notice period.

## 9. Contractual Misconduct and Misrepresentation of Rights

Throughout this correspondence, the production's **external IP vendor introduced significant procedural irregularities, including unilaterally altering the acknowledgment agreement proposed by RUNWAY MAGAZINE® without discussion or consent.** These alterations removed essential protections—such as the public acknowledgment clause and the merchandising restrictions previously included in the franchise agreement—and **replaced them with language acknowledging RUNWAY MAGAZINE® only as an “online digital fashion magazine,” a characterization that deliberately excludes its long-established status as a global print publication.** This narrowed acknowledgment was then paired with expansive, **perpetual promotional and commercial rights to the RUNWAY MAGAZINE® print identity, effectively creating a Trojan-horse agreement: a false, minimized definition of the brand on one hand, and a sweeping transfer of rights on the other.** The altered agreement was subsequently executed by the Chief Counsel, Motion Picture Production Legal Affairs without any notice to, consultation with, or consent from the rights holder.

## 10. Misapplication of First Amendment Doctrine and Repeated Legal Misstatements

Throughout this correspondence, production's external IP vendor repeatedly relied on case law that does not apply to the circumstances at issue, including post-notice use, commercial exploitation, derivative promotional materials, and the use of a real-world media brand within the same industry. The vendor's correspondence contained multiple legal misstatements, including assertions contradicted by the franchise's own prior agreements, by established doctrines of first use in commerce, and by the documented history of RUNWAY MAGAZINE®. These misapplications were corrected in writing and all in the file, yet the vendor continued to rely on inapplicable precedent while disregarding the factual Disney's own records, and the extensive documentation provided. This pattern of inaccurate legal analysis, refusal to engage with evidence, and repeated mischaracterization of the rights at issue is inconsistent with industry standards for competent rights assessment and good-faith negotiation.

## 11. Reliance on Unreliable and Fraudulent Third-Party Filings

Production's external IP vendor repeatedly relied on third-party filings that were already identified in federal proceedings as unreliable, unauthorized, or fraudulent. These materials were created by an unrelated individual attempting to manufacture legitimacy for his own purposes and included unauthorized reproductions of RUNWAY MAGAZINE® barcodes,

covers, and branding. Despite the availability of extensive documentation from the Federal Court docket, the vendor continued to cite these filings months after their deficiencies were publicly documented in federal court records. The reliance on such materials—particularly when used to question the legitimacy of a long-established international media brand—raises serious concerns regarding the accuracy, diligence, and professional standards of the legal review conducted on Disney’s behalf.

## **12. Circulation of Fabricated Documents During the Correspondence**

We are aware that certain documents circulated publicly during this correspondence were fabricated by an unrelated third party who is currently facing federal charges, and from whose case RUNWAY MAGAZINE® is a registered victim. These materials did not originate from RUNWAY MAGAZINE® or its partners, were created years after their purported dates, and appear to have been produced for the purpose of creating false legitimacy and appropriating the RUNWAY MAGAZINE® identity. **Their public circulation during an active rights discussion—regardless of how or by whom they were later referenced—contributed to confusion, misinformed assessments, and reputational harm to the legitimate rights holder.**

# **FORMAL DEMAND: IMMEDIATE CESSATION OF UNAUTHORIZED USE**

RUNWAY MAGAZINE® hereby demands that the production and all affiliated entities immediately:

- 1. CEASE AND DESIST all commercial use of the RUNWAY MAGAZINE® name, mark, identity, or likeness.**
- 2. CEASE AND DESIST all marketing use of the RUNWAY MAGAZINE® name, mark, identity, or likeness.**
- 3. CEASE AND DESIST all promotional use of the RUNWAY MAGAZINE® name, mark, identity, or likeness.**
- 4. CEASE AND DESIST all partner activations involving the RUNWAY MAGAZINE® name, mark, identity, or likeness.**
- 5. CEASE AND DESIST all co-branding or brand-integration activities involving the RUNWAY MAGAZINE® name, mark, identity, or likeness.**
- 6. CEASE AND DESIST all merchandising involving the RUNWAY MAGAZINE® name, mark, identity, or likeness, including fabricated or fictionalized magazines.**
- 7. CEASE AND DESIST all promotional and commercial creation, printing, distribution, or circulation of fabricated or fictionalized RUNWAY MAGAZINE® publications, including but not limited to physical magazines, mock-ups, props, or promotional materials.**

**8. CEASE AND DESIST all promotional and commercial audiovisual, influencer, or social-media content incorporating fabricated RUNWAY MAGAZINE® materials or any depiction of the RUNWAY MAGAZINE® brand.**

**9. REMOVE all digital assets containing or referencing the commercialized use of the RUNWAY MAGAZINE® name, mark, identity, or likeness.**

**10. REMOVE all social media content containing or referencing the commercialized use of the RUNWAY MAGAZINE® name, mark, identity, or likeness.**

**11. REMOVE all press kit / digital publications materials containing or referencing the commercialized use of the RUNWAY MAGAZINE® name, mark, identity, or likeness.**

For avoidance of doubt, 'likeness' includes any fabricated or fictionalized representation of RUNWAY MAGAZINE®, including but not limited to fake magazines, fabricated covers, props, printed materials, digital mockups, stylized versions, derivative versions, or any visual depiction used in film, marketing, or partner-related commercial activity.

## **Conclusion and Election of Remedies**

RUNWAY MAGAZINE® has acted consistently in good faith throughout this process, providing extensive documentation and legal clarification to ensure an accurate understanding of the rights at issue. The concerns outlined above reflect substantive procedural, factual, and legal issues that arose during the correspondence period and that require immediate correction to prevent further confusion, reputational harm, or unauthorized commercial use of the RUNWAY MAGAZINE® brand.

Accordingly, RUNWAY MAGAZINE® hereby issues the following formal demand. Within **seven (7) days** of receipt of this notice, **no later than March 25, 2026**, the production must elect **one** of the two options below:

### **Option 1 — Full Cease and Desist (Immediate and Permanent)**

The production and all affiliated entities must immediately cease and desist from **all** commercial, promotional, marketing, licensing, merchandising, and partner-related use of the RUNWAY MAGAZINE® name, mark, identity, or likeness. This use is not covered by First Amendment.

This includes the **complete removal** of all materials already created, published, distributed, circulated, or placed into any commercial channel.

### **Option 2 — Rights-Clarification Agreement with Studio (No Cost) + Paid Licensing for Commercial Partners**

The studio may elect to proceed under a **rights-clarification agreement** with RUNWAY MAGAZINE®, at **no cost to the studio**, accompanied by a **public notice** acknowledging that the real-world RUNWAY MAGAZINE® is founded and led by **Eleonora de Gray**.

**All agreements under this option will be drafted and proposed by RUNWAY MAGAZINE® and are strictly non-negotiable.**

In addition:

All commercial partners using the RUNWAY MAGAZINE® name, mark, identity, likeness, or fabricated materials in advertising, product promotion, or brand integration—whether film-related or independent—must obtain a **paid license** from RUNWAY MAGAZINE®. Licensing fees begin at **€150,000 per partner**, with final terms determined based on scope of use and market exposure.

## **Failure to Elect an Option**

### **Failure to Elect an Option**

If no election is made within seven (7) days, by March 25, 2026, or if unauthorized commercial use continues, RUNWAY MAGAZINE® will take immediate steps to ensure full public transparency regarding the conduct documented in this notice. This includes, without limitation:

- issuing a public notice of unauthorized use,
- publishing this CEASE AND DESIST NOTICE in all public sources (excluding Exhibits),
- and releasing a detailed public record of the procedural history, including the studio's reliance on criminally-derived documents, the unauthorized alteration and execution of agreements, and the continued development of commercial materials after formal notice was provided.

These disclosures will allow the public to understand precisely how the RUNWAY MAGAZINE® identity was handled, how warnings were disregarded, and how unauthorized commercial use was permitted to continue under the studio's oversight. RUNWAY MAGAZINE® will not allow its brand, its history, or its integrity to be rewritten, minimized, or appropriated through procedural misconduct or by reliance on falsified records taken from criminal database.

Respectfully,  
**ELEONORA DE GRAY**  
**CEO & EDITOR-IN-CHIEF**  
**RUNWAY MAGAZINE®**

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