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JS-6

5 Attorney for Plaintiff APODACA PROMOTIONS, INC.,
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7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
9 321 North Spring Street, Los Angeles, CA 90012

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11 APODACA PROMOTIONS, INC.,

Case No. CV09-08566 VBF(JCx)

12
13 Plaintiff

PERMANENT INJUNCTION

14 vs.
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16 JOHN ROBERT NUCCIO, CHWC INC.)
doing business as CRAZY HORSE,
17 LOUIS ROMO, EDWIN
BUSTAMANTE, JACQUELINE
18 PALOMINO, ERICK CARIO and
DOES 1 to 5
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21 Defendants.
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1 The parties having stipulated to entry of this Permanent Injunction against
2 Defendant, John Robert Nuccio, Defendant, CHWC INC. doing business as
3 CRAZY HORSE, Defendant DOE 1, Phillip Cartel and Defendant DOE 2, Hector
4 Olguin (collectively referred to as "Defendants") and this court having considered
5 the stipulation of the parties, the file in this matter and good cause appearing:

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7 IT IS HEREBY ORDERED

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9 1. Defendants and all of their respective agents, servants, employees,
10 officers, and representatives, promoters and all other persons acting in concert or
11 participation with each of them, shall be and hereby are forever restrained and
12 enjoined from directly or indirectly infringing in any manner any of Plaintiff's
13 trademark, service mark and name, including without limitation the following:

14 (a) Using the name "La Sonora Dinamita" or any confusing similar
15 or colorable imitation of the name, in connection with advertising in any form, or
16 in connection with the goods or services of Defendants;

17 (b) Using the name "La Sonora Dinamita" or any confusing similar
18 colorable imitation of the name, in any manner for the purpose of enhancing the
19 commercial value of the goods or services of Defendants;

20 (c) Otherwise infringing or diluting the distinctive quality of
21 Plaintiff's service mark and trade name "La Sonora Dinamita";

22 (d) Causing a likelihood of confusion, deception or mistake as to
23 the makeup, source, nature or quality of Plaintiff's or Defendants' services.

24 (e) Contacting promoters, advertisers or other businesses for the
25 purpose of offering the services of the Defendants as "La Sonora Dinamita" or any
26 confusing similar or colorable imitation of the name.

27 2. Defendants have been properly and validly served with a copy of the
28 Summons and Complaint in this action, and is subject to the jurisdiction of

1 the Court. Defendants, permanently, irrevocably, and fully waive any right to
2 contest service on them of the Summons and Complaint in this action, and further
3 acknowledge that they are subject to the jurisdiction of this Court, including for
4 enforcement of the Judgment and Permanent Injunction as to any and all conduct
5 by Defendant in violation of the Judgment and Permanent Injunction.

6 3. Defendants permanently, irrevocably, and fully waive notice of entry
7 of the Judgment and Permanent Injunction and notice and service of the entered
8 Judgment and Permanent injunction, and understand and agree that violation of the
9 Judgment and Permanent Injunction will expose Defendants to all penalties
10 provided by law, including for contempt of Court. Defendants agree forthwith to
11 give notice of this Judgment and Permanent Injunction to all of her agents,
12 servants, employees, assigns, partners, owners, alter egos, affiliates, all entities
13 through which they conduct business, representatives, promoters, successors,
14 licensees, and all those acting in concert or participation with each or any of them.

15 4. Defendants permanently, irrevocably, and fully waive any and all
16 right to appeal the Judgment and Permanent Injunction, to have it vacated or set
17 aside, to seek or obtain a new trial thereon, or otherwise to attack in any way,
18 directly or collaterally, its validity or enforceability.

19 5. Nothing contained in the Judgment and Permanent Injunction
20 shall limit the right of Plaintiff to recover damages for any and all violations
21 or infringements by Defendants of any of Plaintiff's rights under state, federal,
22 international, or foreign law occurring after the date Defendants execute this
23 Stipulation to Judgment and Permanent Injunction.

24 6. Defendants acknowledge that Defendants have read this Stipulation
25 to Judgment and Permanent Injunction; and the attached [Proposed] Judgment and
26 Permanent Injunction, have the opportunity to have them explained by counsel of
27 Defendants' choosing, fully understand them and agree to be bound thereby, and
28 will not deny the truth or accuracy of any term or provision herein.

1 7. Plaintiff shall not be required to post any bond or security, and
2 Defendants permanently, irrevocably, and fully waive any right to request a bond
3 or any other security.

4 8. The Court shall maintain continuing jurisdiction over this
5 action for the purpose of enforcing this final Judgment and Permanent Injunction.
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8 Dated: December 28, 2009

Valerie Baker Fairbank

9 UNITED STATES DISTRICT JUDGE
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