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10 *Attorneys for Plaintiff Guru Denim, Inc.*

NOTE CHANGES MADE BY THE COURT.

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

13 GURU DENIM, INC., a California  
14 Corporation,

15 Plaintiff,

16 vs.

17 NINA ROSSI, INC., a California  
18 Corporation; JACOB ZOKAEIM, an  
19 individual; LINCHUN LIU, an individual  
20 dba LIUCES; AKM S. ALAM, an  
21 individual dba IBNAT FASHION;  
22 SHULAMITH HAMUDOT, an individual  
23 dba SHAREN FASHION; PERRUZO  
24 ENTERPRISES, INC., a California  
25 Corporation; ALBERT AFTALION, an  
26 individual; Q-IMAGE COLLECTION, an  
27 unknown business entity; KAMYAR  
28 PENHASI, an individual dba JEAN  
JACKET CLOTHING; and DOES 1-10,  
inclusive,

Defendants

CASE NO. CV 09-08779 RGK (JEMx)

**[PROPOSED] ORDER GRANTING  
CONSENT JUDGMENT  
INCLUDING A PERMANENT  
INJUNCTION AND VOLUNTARY  
DISMISSAL WITH PREJUDICE OF  
DEFENDANT Q-IMAGE  
COLLECTIONS, INC.**

NOTE CHANGES MADE BY THE COURT.

23 WHEREAS Plaintiff Guru Denim, Inc. ("Coach") and Defendant Q-Image  
24 Collection ("Defendant") have entered into a Settlement Agreement and Mutual  
25 Release as to the claims in the above referenced matter. Defendant, having agreed to  
26 consent to the below terms, it is hereby:

1 **ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

2 1. This Court has jurisdiction over the parties to this Final Judgment and has  
3 jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

4 *For purposes of this Action:*  
2. Plaintiff is the owner of the trademark registrations for word mark "TRUE  
5 RELIGION" (registrations include but are not limited to U.S. Reg. Nos. 3,628,973 and  
6 3,162,614) and "TRUE RELIGION BRAND JEANS" (registrations include but are  
7 not limited to U.S. Reg. Nos. 2,761,793 and 3,120,797) as well as various composite  
8 trademarks comprising said word marks and assorted design components (collectively  
9 "True Religion Marks").

10 3. Amongst the many True Religion Marks, one of the most well-known and  
11 recognized marks is the "U" Design. True Religion has used the "U" Design in  
12 association with the sale of goods, including jeans, jackets, and shorts, since as early as  
13 2002. The "U" Design was first registered at the U.S Patent and Trademark office in  
14 2006. Since then, True Religion has used various composites and variations of the "U"  
15 Design on its goods, most of which have been registered with the United States Patent  
16 and Trademark Office. Registrations for the "U" Designs include, but are not limited  
17 to U.S. Reg. Nos. 3,561,466; 3,147,244; 3,482,001; and 3,568,127.

18 4. Plaintiff has alleged that Defendant's purchase and sale of products which  
19 infringe upon Plaintiff's "U" Design constitutes trademark infringement and unfair  
20 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et seq and under the  
21 common law.

22 5. Defendant and its agents, servants, employees and all persons in active  
23 concert and participation with it who receive actual notice of this Final Judgment are  
24 hereby permanently restrained and enjoined from infringing upon the "U" Design or  
25 any of Plaintiff's True Religion Marks, either directly or contributorily, in any manner,  
26 including generally, but not limited to manufacturing, importing, distributing,  
27 advertising, selling and/or offering for sale any unauthorized product bearing the True  
28

1 Religion Marks, or marks confusingly similar or substantially similar to the True  
2 Religion Marks, and, specifically from:

3 (a) Using the “U” Design or any of Plaintiff’s True Religion Marks or  
4 any reproduction, counterfeit, copy or colorable imitation thereof in connection with  
5 the manufacture, importation, distribution, advertisement, offer for sale and/or sale of  
6 merchandise that are not genuine True Religion products, or in any manner likely to  
7 cause others to believe that Defendant’s products are connected with True Religion or  
8 the True Religion Marks;

9 (b) Passing off, inducing or enabling others to sell or pass off any  
10 products or other items that are not True Religion’s genuine merchandise as and for  
11 True Religion’s genuine merchandise;

12 (c) Enter into a lease with a tenant who Defendant knows, without duty  
13 of inquiry, to be engaged in the manufacturing, purchasing, production, distribution,  
14 circulation, sale, offering for sale, importation, exportation, advertisement, promotion,  
15 display, shipping, or marketing of Infringing Products.

16 (d) Committing any other acts calculated to cause purchasers to believe  
17 that Defendant’s products are True Religion’s genuine merchandise unless they are  
18 such;

19 (e) Shipping, delivering, holding for sale, distributing, returning,  
20 transferring or otherwise moving, storing or disposing of in any manner items falsely  
21 bearing the True Religion Marks, or any reproduction, counterfeit, copy or colorable  
22 imitation of same; and

23 (f) Assisting, aiding or attempting to assist or aid any other person or  
24 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to  
25 4(e) above.

26 6. Without any admission of liability, the parties have agreed that Defendant  
27 shall pay to Plaintiff an amount in settlement of Plaintiff’s demand for damages,  
28 profits, costs, disbursements, and attorneys’ fees based upon Defendant’s alleged

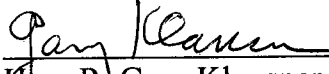
1 infringing activities. Plaintiff and Defendant shall bear their own costs associated with  
2 this action.

3 7. The execution of this Final Judgment by the parties shall serve to bind and  
4 obligate the parties hereto.

5 8. The jurisdiction of this Court is retained for the purpose of making any  
6 further orders necessary or proper for the construction or modification of this Final  
7 Judgment, the enforcement thereof and the punishment of any violations thereof.  
8 Except as otherwise provided herein, this action is fully resolved with prejudice as to  
9 Defendant Q-Image Collections, Inc.

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11 **IT IS SO ORDERED.**

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14 DATED: SEP 29 2010, 2010

  
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Hon. R. Gary Klausner  
United States District Judge

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