

1 GREENBERG TRAURIG, LLP
 2 GREGORY A. NYLEN (SBN 151129)
 Email: *nyleng@gtlaw.com*
 3 NINA D. BOYAJIAN (SBN 246415)
 Email: *boyajiann@gtlaw.com*
 4 2450 Colorado Avenue, Suite 400E
 5 Santa Monica, CA 90404-5524
 Tel: (310) 586-7700
 6 Fax: (310) 586-7800

7 GREENBERG TRAURIG LLP
 G. ROXANNE ELINGS (*admitted pro hac vice*)
 8 Email: *elingsr@gtlaw.com*
 SETH E. KERTZER (*admitted pro hac vice*)
 9 Email: *kertzers@gtlaw.com*
 10 MetLife Building
 200 Park Avenue
 11 New York, NY 10166
 Tel: (212) 801-9200
 12 Fax: (212) 801-6400

13 Attorneys for Plaintiff WRANGLER APPAREL CORP.

14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA
 16 WESTERN DIVISION

17 WRANGLER APPAREL CORP., a
 18 Delaware corporation,

19 Plaintiff,

20 vs.




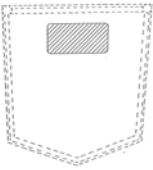

21 NATIONAL STORES, INC., a California
 22 corporation, d/b/a FALLAS PAREDES;
 23 SCAASIS ORIGINALS, INC., a New
 24 Jersey corporation, d/b/a OCEANIC
 25 TRADING COMPANY; TOP MODE
 26 FABRICS, INC. d/b/a VISION QUEST
 TRADING CO., a New York corporation,
 DAVID KIM, an individual, DAE H.
 KIM, an individual, and DOES 1-10,

27 Defendants.
 28

CASE NO. CV10-8871 R (MANx)

**PERMANENT INJUNCTION
 AND FINAL JUDGMENT ON
 CONSENT AS TO
 DEFENDANTS NATIONAL
 STORES, INC., d/b/a FALLAS
 PAREDES, and SCAASIS
 ORIGINALS, INC., d/b/a
 OCEANIC TRADING
 COMPANY**

1 Plaintiff Wrangler Apparel Corp. (“Plaintiff”), having commenced this action for
 2 an injunction and other relief against, *inter alia*, Defendants Scaasis Originals, Inc. and
 3 National Stores, Inc. (“Settling Defendants”) pursuant to the Lanham Act, 15 U.S.C.
 4 §1051, *et seq.*, as amended by the Trademark Counterfeiting Act of 1984, Public Law
 5 98-473, and under the laws of the State of California, for the reason that Settling
 6 Defendants are alleged to be engaged in manufacturing, importing, distributing, offering
 7 for sale and/or selling, among other things, products that bear counterfeits and/or
 8 imitations of the following trademarks belonging to Plaintiff:

9 Trademark	Reg. No.	Reg. Date	Class
10 WRANGLER	849,477	May 21, 1968	25
11 WRANGLER [Kabel]	1,075,094	October 11, 1977	25
12 			
13 WRANGLER [rope]	809,323	May 31, 1966	25
14 			
15 WRANGLER [rope 2]	3,756,119	March 2, 2010	25
16 			
18 COWBOY CUT	3,400,937	March 25, 2008	25
19 SILVER EDITION	3,334,429	November 13, 2007	25
20 13MWZ	1,819,976	February 8, 1994	25
21 Design only [patch]	2,361,033	June 27, 2000	25
22 			
24 Design only [W-stitch]	634,868	September 25, 1956	25
25 			
27 WRANGLER and design [rope patch]	3,807,497	June 22, 2010	25

1 (collectively “Plaintiff’s Trademarks”); and

2 Settling Defendants, having entered into a Settlement Agreement with Plaintiff
3 and having stipulated to entry of a Permanent Injunction and Final Judgment; and so

4 The parties, having indicated below their consent to the form and entry of this
5 Permanent Injunction and Final Judgment on Consent.

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

7 Settling Defendants, their agents, servants, employees, representatives,
8 confederates, affiliates and any other persons or entities acting in concert or participation
9 with them, are permanently enjoined and restrained from:


- 10
- 11 i) using in any manner Plaintiff’s Trademarks, or any copies or
12 versions thereof, that are likely to cause confusion, deception, or
13 mistake on or in connection with the advertising, offering for sale, or
14 sale of any product that is Plaintiff’s product, or not authorized by
15 Plaintiff to be sold in connection with Plaintiff’s Trademarks;
 - 16 ii) passing off, reverse passing off, inducing, or enabling others to sell
17 or pass off any product as and for products produced by Plaintiff or
18 its licensees, that are not (i) produced by Plaintiff, (ii) produced
19 under the control and supervision of Plaintiff, or (iii) approved by
20 Plaintiff for sale under the Plaintiff’s Trademarks;
 - 21 iii) committing any acts calculated to cause purchasers to believe that
22 Settling Defendants’ products are sold under the control and
23 supervision of Plaintiff, or sponsored or approved by, or connected
24 with, or guaranteed by, or produced under the control and
25 supervision of Plaintiff, unless they are such;
 - 26 iv) manufacturing, importing, exporting, shipping, delivering,
27 distributing, advertising, printing labels, offering for sale, selling
28 and/or otherwise moving or disposing of products, inventory or
parts, including but not limited to tags, hang-tags, rivets, buttons,
labels, any other accompaniments, not manufactured by or for
Plaintiff, nor authorized by Plaintiff to be sold or offered for sale,
and which bear Plaintiff’s Trademarks;

- 1 v) diluting and/or infringing all of Plaintiff's Trademarks and
2 damaging Plaintiff's goodwill and reputation;
3 vi) otherwise competing unfairly with Plaintiff, through the advertising,
4 offering for sale, or sale of any product infringing Plaintiff's
5 Trademarks in any manner; and
6 vii) from assisting any other party in committing the acts referred to in
7 the above subparagraphs (i) through (vii).

8 **AND IT IS FURTHER ORDERED**, that this Court has jurisdiction over the
9 parties, and the subject matter of the action. This Court shall retain jurisdiction to the
10 extent necessary to enforce this Injunction and the Settlement Agreement between the
11 parties, and to determine any issues that may arise under either.

12 **SO ORDERED**

13 Dated: Dec. 5, 2011

14 By: 
15 Manuel L. Real
16 UNITED STATES DISTRICT
17 JUDGE
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