```
James H. Berry, Jr. (State Bar No. 075834)
Kevin R. Lussier (State Bar No. 143821)
BERRY & LUSSIER
                                                                       JS-6
     1
     2
         A Professional Corporation
         1901 Avenue of the Stars, Suite 1060
     3
         Los Angeles, California 90067
Telephone: (310) 557-8989
     4
         Facsimile: (310) 788-0080
         E-Mail: jberry@bandlpc.com
     5
         E-Mail: klussier@bandlpc.com
     6
         Attorneys for Plaintiff LIFTED RESEARCH GROUP,
         INC.
     7
                           THE UNITED STATES DISTRICT COURT
     8
                      FOR THE CENTRAL DISTRICT OF CALIFORNIA
     9
    10
         LIFTED RESEARCH GROUP, INC.,
                                                     Case No. SACV13-234-JVS(ANx)
         a California corporation,
    11
    12
                                                     STIPULATED CONSENT FINAL
A PROFESSIONAL CORPORATION
                      Plaintiff,
                                                     JUDGMENT AND PERMANENT
    13
         v.
                                                     INJUNCTION
    14
         CALTEX APPAREL, INC., a
    15
         California corporation, d/b/a
         JONATHAN K. APPAREL CO. d/b/a
    16
         JONATHAN K. APPAREL d/b/a
    17
         JONATHANK.COM, and DOES 1-10,
    18
                      Defendants.
    19
    20
               Plaintiff, Lifted Research Group, Inc. ("LRG") and Defendant, Caltex
    21
         Apparel, Inc., a California corporation, d/b/a Jonathan K. Apparel Co. d/b/a
    22
         Jonathan K. Apparel d/b/a jonathank.com (the "Defendant") stipulate and consent
    23
         to the following:
    24
               WHEREAS, the Defendant adopted and began using trademarks in the
    25
         United States which infringe and dilute the distinctive quality of LRG's various
    26
         registered trademarks: L R G, ② and 2 (the "LRG Marks") and LRG's
    27
         copyrights VA-1-772-662 (%), and VA-11397-403 ( %), (the "LRG"
    28
               [PROPOSED] STIPULATED CONSENT FINAL JUDGMENT AND PERMANENT INJUNCTION
```

Copyrights") (collectively, the "LRG Marks and Copyrights") as identified in Paragraph 7 of LRG's Verified Complaint;

WHEREAS, the Defendant's use of names, marks, and/or copyrights which are identical to, or substantially indistinguishable from the LRG Marks and Copyrights is likely to cause confusion as to source or origin of the Defendant's products, and will further dilute the distinctive quality of the LRG Marks and Copyrights;

WHEREAS, without the admission of any liability, the parties desire to settle and have amicably resolved their dispute to each of their satisfaction; and

WHEREAS, based upon LRG's good faith prior use of the LRG Marks and Copyrights, LRG has superior and exclusive rights in and to the LRG Marks and Copyrights in the United States and any confusingly similar names or marks.

IT IS STIPULATED, ORDERED, ADJUDGED AND DECREED that:

- 1. The Defendant and its officers, agents, servants, employees and attorneys, and all persons in active concert and participation with them are hereby permanently restrained and enjoined from intentionally and/or knowingly:
 - A. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing the LRG Marks and/or Copyrights;
 - B. using the LRG Marks and/or Copyrights in connection with the sale of any unauthorized goods;
 - C. using any logo, and/or layout which may be calculated to falsely advertise the services or products of the Defendant as being sponsored by, authorized by, endorsed by, or in any way

- 2 -

A PROFESSIONAL CORPORATION

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	

associated	with	the	Plain	itiff
abbootatea	* * 1 (11	CIIC	I	1011

- D. falsely representing the Defendant as being connected with the Plaintiff, through sponsorship or association,
- engaging in any act which is likely to falsely cause members of E. the trade and/or of the purchasing public to believe any goods or services of the Defendant, are in any way endorsed by, approved by, and/or associated with the Plaintiff;
- using any reproduction, counterfeit, copy, or colorable imitation F. of the LRG Marks and/or Copyrights in connection with the publicity, promotion, sale, or advertising of any goods sold by the Defendant, including, without limitation, clothing products, including shirts;
- affixing, applying, annexing or using in connection with the sale G. of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent the Defendant's goods as being those of the Plaintiff, or in any way endorsed by the Plaintiff;
- H. offering such goods in commerce; and from otherwise unfairly competing with the Plaintiff.
- I. secreting, destroying, altering, removing, or otherwise dealing with the unauthorized products or any books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting or

- 3 -

27

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

- displaying of all unauthorized products which infringe the LRG Marks and/or Copyrights; and
- J. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (A) through (I).
- 2. Plaintiff shall have the right to seek sanctions for contempt, compensatory damages, injunctive relief, attorneys' fees, costs, and such other relief deemed proper in the event of a violation or failure by the Defendant to comply with any of the provisions hereof. The prevailing party in any such proceeding shall be entitled to recover its attorneys' fees and costs.
- 3. The causes of action between LRG and the Defendant are hereby dismissed with prejudice, subject to the terms of the Settlement Agreement between the parties. This Consent Final Judgment shall be conclusive for purposes of collateral estoppel regarding all issues that have been or could have been brought on the same operative facts.
- 4. The parties' respective attorney's fees and costs incurred in connection with this action shall be borne as per the agreement of the individual parties in their Settlement Agreement.
- 5. This Court will retain continuing jurisdiction over this cause to enforce the terms of this Consent Final Judgment and the Settlement Agreement between the parties.
- 6. All infringing and counterfeit LRG branded products seized on February 18, 2013 and/or any LRG branded products currently in the possession, custody and/or control of the Defendant required to be surrendered to LRG under