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JS-6

6 Attorneys for Plaintiff LIFTED RESEARCH GROUP,  
7 INC.

8 **THE UNITED STATES DISTRICT COURT**  
 9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

10 LIFTED RESEARCH GROUP, INC., ) Case No. SACV13-234-JVS(ANx)  
 11 a California corporation, )

12 Plaintiff,

12 **STIPULATED CONSENT FINAL**  
 13 **JUDGMENT AND PERMANENT**  
 14 **INJUNCTION**

13 v.

14 CALTEX APPAREL, INC., a )  
 15 California corporation, d/b/a )  
 16 JONATHAN K. APPAREL CO. d/b/a )  
 17 JONATHAN K. APPAREL d/b/a )  
 18 JONATHANK.COM, and DOES 1-10, )

18 Defendants.

21 Plaintiff, Lifted Research Group, Inc. (“LRG”) and Defendant, Caltex  
 22 Apparel, Inc., a California corporation, d/b/a Jonathan K. Apparel Co. d/b/a  
 23 Jonathan K. Apparel d/b/a jonathank.com (the “Defendant”) stipulate and consent  
 24 to the following:

25 **WHEREAS**, the Defendant adopted and began using trademarks in the  
 26 United States which infringe and dilute the distinctive quality of LRG’s various  
 27 registered trademarks: L R G, ☉ and ℘ (the “LRG Marks”) and LRG’s  
 28 copyrights VA-1-772-662 (☞), and VA-11397-403 (🐼), (the “LRG

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- associated with the Plaintiff;
- D. falsely representing the Defendant as being connected with the Plaintiff, through sponsorship or association,
  - E. engaging in any act which is likely to falsely cause members of 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;
  - F. using any reproduction, counterfeit, copy, or colorable imitation 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;
  - G. affixing, applying, annexing or using in connection with the sale 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

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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.

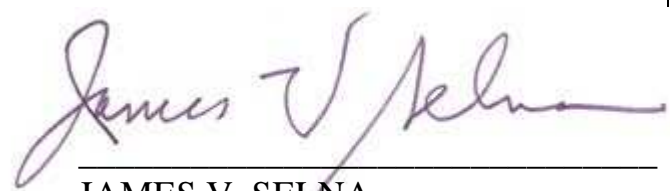
6. All infringing and counterfeit LRG branded products seized on February 18, 2013 and/or any LRG branded products currently in the possession, custody and/or control of the Defendant required to be surrendered to LRG under

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the terms of the parties' settlement, shall be destroyed under the direction of LRG.

**IT IS SO ORDERED.**

Dated: April 17, 2013.



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JAMES V. SELNA  
United States District Judge