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21 UNITED STATES DISTRICT COURT  
 22 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 23 SAN JOSE DIVISION

24 LEVI STRAUSS & CO.,  
 25 Plaintiff,  
 26 v.  
 27 CHIMALA DESIGN, INC.,  
 28 Defendant.

Case No. C 08-02623 JF

**STIPULATION TO FINAL  
 JUDGMENT AND PERMANENT  
 INJUNCTION**

1 Plaintiff Levi Strauss & Co. and Defendant Chimala Design, Inc. hereby stipulate to the facts  
2 and conclusions contained in the attached Final Judgment and Permanent Injunction and consent to its  
3 entry by the Court.

4 IT IS SO STIPULATED AND CONSENTED.

5  
6 DATED: January 5, 2009

TOWNSEND AND TOWNSEND AND CREW LLP

7  
8 By: /s/ Raquel Pacheco  
9 Raquel Pacheco  
10 Attorneys for Plaintiff  
LEVI STRAUSS & CO.

11 DATED: January 5, 2009

CHIMALA DESIGN, INC.

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13 By: /s/ Fredric H. Aaron  
14 Fredric H. Aaron  
15 Attorney for Defendant  
CHIMALA DESIGN, INC.

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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

LEVI STRAUSS & CO.,

Plaintiff,

v.

CHIMALA DESIGN, INC.,

Defendant.

Case No. C 08-02623 JF

**FINAL JUDGMENT UPON  
CONSENT AND PERMANENT  
INJUNCTION**

Plaintiff Levi Strauss & Co. ("LS&CO.") has filed a Complaint alleging trademark infringement, dilution, and unfair competition under federal and California law against defendant Chimala Design, Inc. ("Chimala"). LS&CO. alleges that Chimala has manufactured, promoted, and sold clothing, including denim jeans, that violates LS&CO.'s rights in its registered Tab Device Trademark (the "Tab trademark").

The Court now enters final judgment based upon the following undisputed facts. Each party has waived the right to appeal from this final judgment and each party will bear its own fees and costs in connection with this action.

**I. STIPULATED FACTS AND CONCLUSIONS**

A. This Court has subject matter jurisdiction over this lawsuit and personal jurisdiction over Chimala. Venue is proper in this Court.

1 B. LS&CO. owns the Tab trademark, which is a valid and famous trademark of LS&CO.  
2 and which is registered as follows for use on a variety of casual apparel:

3 a. Registration No. 356,701 (first used as early as September 1, 1936; registered  
4 May 10, 1938);

5 b. Registration No. 516,561 (first used as early as September 1, 1936; registered  
6 October 18, 1949);

7 c. Registration No. 577,490 (first used as early as September 1, 1936; registered  
8 July 21, 1953);

9 d. Registration No. 774,625 (first used as early as May 22, 1963; registered  
10 August 4, 1964);

11 e. Registration No. 775,412 (first used as early as October 9, 1957; registered  
12 August 18, 1964); and

13 f. Registration No. 1,157,769 (first used as early as September 1, 1936; registered  
14 June 16, 1961).

15 C. Chimala has infringed LS&CO.'s Tab trademark and engaged in unfair competition by  
16 manufacturing, distributing and selling jeans that display the pocket tab illustrated in Exhibit A (the  
17 "Chimala tab").

18 **II. ORDER**

19 It is hereby ordered and adjudged as follows:

20 1. Commencing as of the "So Ordered" date of this Final Judgment and Permanent  
21 Injunction, Chimala, its principals, agents, employees, officers, directors, servants, successors, and  
22 assigns, and all persons acting in concert or participating with it or under its control who receive actual  
23 notice of this Order, are hereby permanently enjoined and restrained, directly or indirectly, from  
24 doing, authorizing or procuring any persons to do any of the following:

25 a. Manufacturing, licensing, selling, offering for sale, distributing, importing,  
26 exporting, advertising, promoting, or displaying any products that display any tab in the form and  
27 location illustrated in Exhibit A, or any other tab that is substantially similar to the Chimala tab or to  
28 the Tab trademark;

1           b.       Manufacturing, licensing, selling, offering for sale, distributing, importing,  
2 exporting, advertising, promoting, or displaying any products that display any tab that may reasonably  
3 be believed to be as similar or more similar to the Tab trademark than the Chimala tab;

4           c.       Violating the rights of Levi Strauss & Co. in and to its Tab trademark; and

5           d.       Assisting, aiding or abetting any person or entity engaging in or performing any  
6 act prohibited by this paragraph.

7           2.       Chimala shall pay to LS&CO. the sum of \$6,500.00 within 14 calendar days from the  
8 date of entry of this Judgment. If this amount is not timely paid, interest of 7% will run on the unpaid  
9 balance from the date of entry of this Judgment. A check payable to Levi Strauss & CO. shall be sent  
10 to Townsend and Townsend and Crew LLP addressed as follows:

11                               Raquel Pacheco  
12                               TOWNSEND AND TOWNSEND AND CREW LLP  
13                               Two Embarcadero Center, 8th Floor  
14                               San Francisco, CA 94111

15           3.       In the event that Chimala violates the terms of this Judgment by making, selling or  
16 offering for sale garments displaying the Chimala tab illustrated in Exhibit A, it shall pay to LS&CO.  
17 liquidated damages of (a) 20% of the sales revenue received by Chimala at any time on account of  
18 such garments, or (b) \$10,000, whichever is greater, and judgment shall be entered against Chimala  
19 for that amount. Chimala specifically acknowledges that this is a reasonable estimate of the damages  
20 to which LS&CO. would be entitled by virtue of Chimala's sales of such garments and the costs  
21 LS&CO. has incurred in enforcing its rights. Such liquidated damages shall be in addition to any  
22 further damages or equitable relief to which LS&CO. may be entitled with respect to future sales by  
23 Chimala that violate LS&CO.'s trademark rights, but any payments made by Chimala pursuant to this  
24 paragraph shall be deemed a credit against any potential award of damages under this paragraph.

25           4.       This Court shall retain jurisdiction for the purpose of making any further orders  
26 necessary or proper for the construction or modification of this Judgment, the enforcement thereof,  
27 and/or the punishment for any violations thereof. If LS&CO. commences an action for enforcement  
28 of this Judgment, the prevailing party shall be awarded reasonable attorneys' fees and costs from the  
other party.

1           5.       For the purpose of any future proceeding to enforce the terms of this Judgment, service  
2 by mail upon a party or their counsel of record at their last known address shall be deemed adequate  
3 notice for each party.  
4

5 IT IS SO ORDERED AND ADJUDGED.

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7 DATED: 1/6/09 \_\_\_\_\_  
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The Honorable Jeremy Fogel  
United States District Court Judge

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