

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

FELIPA R. RICHLAND, SBN 112458  
RICHLAND & ASSOCIATES  
8383 Wilshire Boulevard, Suite 708  
Beverly Hills, CA 90211  
(323) 651-5951 - Telephone  
(323) 651-1088 - Facsimile

Attorneys for Plaintiff,  
GIANNI VERSACE, S.p.A.

*Seal*  
~~XXXXXXXXXX~~

**ORIGINAL**  
Filed  
CLERK, U.S. DISTRICT COURT  
8 2008  
FEB 2 2008  
CENTRAL DISTRICT OF CALIFORNIA  
DEPT

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

GIANNI VERSACE, S.p.A., a Foreign Corporation,  
Plaintiff,

-vs-

MONIR M. AWADA, an Individual;  
MOHAMED BDAIR, an Individual; ALI CHAHINE, an Individual; GINNO CHAHINE, an Individual; MOHAMAD N. CHAHINE, an Individual; NADER CHAHINE, an Individual; MOUSSA DAANA, an Individual; AKIL EL REDA, an Individual; ALI KHALIL ELREDA, an Individual; FIRAS MOHAMMAD FAKIH, an Individual; ALI YOUSSEF FARHAT, an Individual; HASSAN MOHAMAD FARHAT, an Individual; MOHAMAD ALI FARHAT, an Individual; YOUSSEF M. FARHAT, an Individual; ALI ADNAN GHACHAM, an Individual; BASSAM ADNAN GHACHAM, an Individual; TAGRID ADNAN GHACHAM, an Individual; ALI DAOD GHACHAM, an Individual; HUSSEINDAOD GHACHAM, an Individual; MOHAMED GHACHAM, an Individual; OSSAMA DAOD GHACHAM, an Individual; RAMONA GONZALEZ, an Individual; MAHMOUD H. HARB, an Individual; MAHA ASSAAD JOMAA, an Individual; MOUSSA MATAR, an Individual; HUSSEIN MOURAD, an Individual; SAMIR MOURAD, an Individual; YAMEL

CASE NO.: CV 03-3254 (GPS (RNBx))

**FINAL JUDGMENT UPON CONSENT; PERMANENT INJUNCTION; DISMISSAL OF CLAIMS; AND [PROPOSED] ORDER THEREON WITH RESPECT TO DEFENDANTS:**

- 1. MIRIAM SALEH  
*dba PAOLO MALDINI*
- 2. ALI HUSSEIN SALEH  
*dba PAOLO MALDINI*

Complaint Filed: May 9, 2003

Trial Date: June 10, 2008.

RICHLAND & ASSOCIATES  
ATTORNEYS AT LAW  
BEVERLY HILLS

Consent Judgment

1 MOURAD, an Individual; YOUNG JIN  
2 PARK, an Individual; ABDEL NABI SAAB,  
3 an Individual; ALEX SAAB, an Individual;  
4 ALI HUSSEIN SAAB, an Individual; ALI  
5 NAIM SAAB, an Individual; ELSA SAAB, an  
6 Individual; HASSAN SAAB, an Individual;  
7 HUSSEIN YOUSSEF SAAB, an Individual;  
8 AHMAD M. SAAB, an Individual; TASHIN  
9 SAAB, an Individual; YOUSEF SAAB, an  
10 Individual; AHMED KHALIL SALEH, an  
11 Individual; HUSSEIN KHALIL SALEH, an  
12 Individual; MAHMOUD KHALIL SALEH,  
13 an Individual; ABBAS SALEH SALEH, an  
14 Individual; ALI SALEH SALEH, an  
15 Individual; HASSAN SALEH SALEH, an  
16 Individual; HUSSEIN SALEH SALEH, an  
17 Individual; NAJIBE SALEH SALEH, an  
18 Individual; ABBAS MAHMOUD SALEH, an  
19 Individual; ALI SLEIMAN SALEH, an  
20 Individual; HUSSEIN ALI SALEH, an  
21 Individual; MIRIAM S. SALEH, an  
22 Individual; MUSTAPHA ALI SALEH, an  
23 Individual; AHMAD SALIM, an Individual;  
24 IKHLAS SALIM, an Individual; ANA  
25 MARIA SANDOVAL, an Individual; JOSE  
26 G. SANDOVAL, an Individual; ALI M.  
27 TEHFI, an Individual; KHALED TEHFE, an  
28 Individual; NAZIH TEHFE, an Individual;  
AMA CASUALS, INC., a California  
Corporation; AWADA BROS, INC., a  
California Corporation; AWADA  
BROTHERS, INC., a California Corporation;  
THE BRAND NAME CONNECTION,  
INC., a California Corporation; CENSO  
UNICO, INC., a California Corporation;  
DENIM PALACE, INC., a California  
Corporation; GHACHAM, INC., a California  
Corporation; HIP HOP CONNECTIONS,  
INC., a California Corporation; JAVINCCI,  
LLC., a California Limited Liability  
Corporation; LA BRAND NAME, INC., a  
California Corporation; LIMITED  
CLOTHING, INC., a California Corporation;  
LOS HERMANOS, INC., a California  
Corporation; MAS SPORTSWEAR, INC., a  
California Corporation; MGM TRADING,  
INC., a California Corporation; MIRAGE  
CONNECTION, INC., a California  
Corporation; NUEVA TIENDA, INC., a  
California Corporation dba NUEVA TIENDA;  
SAAB & SONS CLOTHING, INC., a  
California Corporation; SAAB GROUP, INC.,  
a California Corporation; SPORT JEANS,  
INC., a California Corporation; TRES  
HERMANOS INC., a California Corporation;

1 and UNESCO JEANS, INC., a California )  
2 Corporation aka UNESCO, INC., and CINCO )  
3 DE MAYO, INC., a California Corporation aka )  
4 5 DE MAYO, INC., dba 5 de Mayo, Cinco de )  
5 Mayo and Five de Mayo, Inclusive, )

6 Defendants. )

7 Plaintiff, GIANNI VERSACE, S.p.A., a Foreign Corporation ("VERSACE") and  
8 Defendants, MIRIAM SALEH, an Individual and ALI HUSSEIN SALEH, an Individual,  
9 collectively dba PAOLO MALDINI hereby stipulate and consent to the following Consent  
10 Judgment:

11 WHEREAS, the parties have agreed to the entry of the following findings of fact and  
12 conclusions of law finally disposing of Count V of the First Amended Complaint asserted  
13 by VERSACE, it is hereby ordered, adjudged and decreed that:

14 WHEREAS, ALI HUSSEIN SALEH adopted and began using trademarks in the  
15 United States which infringe or otherwise violate VERSACE's registered trademarks:  
16 GIANNI VERSACE, VJC, VERSACE and the MEDUSA designs (the "VERSACE  
17 Trademarks") as identified in VERSACE's Complaint/1st Amended Complaint;

18 WHEREAS, ALI HUSSEIN SALEH's use of names and marks which incorporate  
19 one or more of the VERSACE Trademarks, is likely to cause confusion as to source or  
20 origin;

21 WHEREAS, ALI HUSSEIN SALEH's use of names and marks which incorporate  
22 one or more of the VERSACE Trademarks, was with reckless disregard to VERSACE's  
23 rights for the purpose of trading on the good will and reputation of VERSACE;

24 WHEREAS, ALI HUSSEIN SALEH promoted and advertised names and marks  
25 which incorporate one or more of the VERSACE Trademarks;

26 WHEREAS, ALI HUSSEIN SALEH sold and/or offered for sale merchandise  
27 bearing names and marks which incorporate one or more of the VERSACE Trademarks;

28 WHEREAS, based upon VERSACE's good faith prior use of the VERSACE  
Trademarks, VERSACE has superior and exclusive rights in and to the VERSACE

1 Trademarks in the United States and any confusingly similar names or marks;

2 WHEREAS, VERSACE Trademarks registered, at issue in this matter, and on file  
3 with the United States Patent and Trademark Office are famous and distinctive; and

4 WHEREAS, this Court has jurisdiction over the party to this action and over the  
5 subject matter hereof pursuant to 15 USC 1121(a) and 28 USC 1331, 1338(a) and (b), and  
6 28 USC 1367,

7 **IT IS ORDERED, ADJUDGED AND DECREED** as follows:

8 1. Defendant ALI HUSSEIN SALEH , an Individual, *dba PAOLO MALDINI*  
9 violated the Federal Lanham Act as alleged in Count V - TRADEMARK INFRINGEMENT AND  
10 COUNTERFEITING (15USC § 1114(1)).

11 2. Defendant ALI HUSSEIN SALEH, his parents, subsidiaries, related entities,  
12 divisions, officers, owners, shareholders, employees, affiliates, servants, representatives,  
13 agents, predecessors, assigns and successors in interest of any kind, and all persons, firms,  
14 entities, or corporations under his direction and control or in active concert or participation  
15 with him, are immediately and permanently enjoined throughout the world from directly or  
16 indirectly infringing, counterfeiting, or diluting the VERSACE Trademarks or any marks  
17 similar thereto, as identified in Exhibit A of the 1st Amended Complaint and on Registry  
18 with the United States Patent & Trademark Office, in any manner, including generally, but  
19 not limited to manufacturing, importing, distributing, advertising, selling, and/or offering  
20 for sale any merchandise which infringes said trademarks and specifically from:

21 (A) Imitating, copying or making unauthorized use of any or all of the  
22 GIANNI VERSACE trademarks or trade dress;

23 (B) Importing, manufacturing, producing, possessing, distributing,  
24 circulating, advertising, promoting, displaying, selling, and/or offering for sale, any non-  
25 genuine product bearing any simulation, reproduction, counterfeit, copy, or colorable  
26 imitation or reproduces, or utilizes the likenesses of or which copy or are likely to cause  
27 consumer confusion with any of the VERSACE trademarks or confusingly similar mark, trade  
28 name, trade dress, logos, design or phonetically similar sounding words or symbols;

1 (C) Manufacturing, distributing, selling or offering for sale or in connection  
2 thereto any unauthorized promotional materials, labels, packaging or containers which  
3 picture, reproduce or utilize the likenesses of, or which are likely to cause consumer  
4 confusion with any of the VERSACE trademarks;

5 (D) Using any false designation of origin, false description, including  
6 words, symbols or any trademark, trade name, trade dress, logo or design tending to falsely  
7 describe or represent, or is likely to confuse, mislead, or deceive purchasers, Defendants'  
8 customers, or members of the public, that unauthorized merchandise manufactured,  
9 distributed, advertised, sold and/or offered for sale by Defendants originate from  
10 VERSACE, or that said merchandise has been sponsored, authorized, endorsed, approved,  
11 licensed by, associated, or is in any way connected or affiliated with VERSACE;

12 (E) Transferring, consigning, selling, shipping or otherwise moving any  
13 non-genuine VERSACE goods, packaging or other materials in the Defendants' possession,  
14 custody or control bearing a design, or mark substantially identical to or confusingly similar  
15 with or any or all of the GIANNI VERSACE trademarks or trade dress;

16 (F) Diluting and infringing the VERSACE trademarks and damaging  
17 VERSACE's goodwill, reputation and businesses;

18 (G) Otherwise unfairly competing with GIANNI VERSACE, S.p.A., or its  
19 subsidiaries or affiliated companies;

20 (H) Passing off or selling any products which are not entirely genuine VERSACE  
21 products as and for VERSACE products, including products utilizing VERSACE labels, packaging  
22 or containers that have been in any way modified without the written permission of VERSACE;

23 (I) Applying to the United States Patent & Trademark Office for the registration  
24 of any trademark that is a colorable imitation of any or all of the GIANNI VERSACE trademarks,  
25 or confusingly similar mark, trade name, trade dress, logos or design;

26 (J) Using the VERSACE trademarks or any such reproduction, counterfeit,  
27 copy, or colorable imitation in connection with the manufacture, importation, distribution,  
28 advertising, publicity, sale and/or offering for sale, of any other merchandise not referred

1 to above; and

2 (K) Instructing, assisting, inducing, aiding or abetting any other person or  
3 business entity in engaging in or performing any of the activities referred to above.

4 3. The jurisdiction of this Court is retained for the purpose of making any further  
5 orders necessary or proper for the construction or modification of the Settlement Agreement,  
6 this Judgment, the enforcement thereof and the punishment of any violations thereof.

7 4. Any party shall have the right to seek sanctions for contempt, compensatory  
8 damages, injunctive relief, attorneys' fees, costs, and such other relief deemed proper in the  
9 event of a violation or failure to comply with any of the provisions hereof. The prevailing  
10 party in any such proceeding shall be entitled to recover its attorneys' fees and costs.

11 5. Judgment is rendered in favor of VERSACE and against ALI HUSSEIN  
12 SALEH, an Individual, as to Count V - TRADEMARK INFRINGEMENT AND COUNTERFEITING  
13 (15USC § 1114(1)), subject to the terms of the Settlement Agreement between the parties.  
14 This Consent Judgment shall be conclusive for purposes of collateral estoppel regarding all  
15 issues of liability that have been or could have been brought on the same operative facts.

16 6. All causes of action as between VERSACE and MIRIAM SALEH are dismissed  
17 with prejudice, and any remaining causes of action as between VERSACE and ALI  
18 HUSSEIN SALEH are hereby dismissed with prejudice, subject to the terms of the  
19 Settlement Agreement between the parties.

20 7. The parties respective attorney's fees and costs incurred in connection with  
21 this action shall be borne as per the agreement of the individual parties in their Settlement  
22 Agreement.

23 8. This Court will retain continuing jurisdiction over this cause to enforce the  
24 terms of this Consent Judgment and the Settlement Agreement between the parties, and will  
25 retain continuing jurisdiction over this cause of action against ALI HUSSEIN SALEH.

26 9. All counterfeit and infringing VERSACE products seized by VERSACE and  
27 any currently in the possession, custody or control of MIRIAM SALEH and/or ALI  
28 HUSSEIN SALEH shall be destroyed under the direction of VERSACE.

