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7 AMINI INNOVATION CORPORATION

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11
12 AMINI INNOVATION
13 CORPORATION a California
corporation, ,

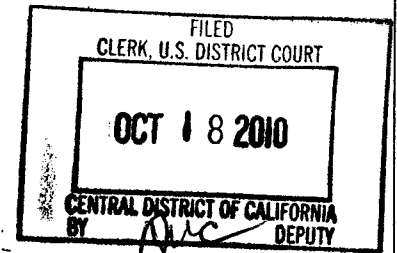
14 Plaintiff,

15 vs.

16 KTY INTERNATIONAL
17 MARKETING dba M PACIFIC
18 FURNITURE, a California corporation,
19 FINE LIVING FURNITURE, a
California business entity,
20 COLLEZIONE EUROPA USA, INC.,
a New Jersey corporation, TOM'S
21 FARMS, LLC., a California limited
liability company, and DOES 1-9,
inclusive, inclusive,

22 Defendants.
23

24 Pursuant to the Stipulated Permanent Injunction and Stipulation of
25 Dismissal submitted by Amini Innovation Corporation ("AICO") and Tom's
26 Farms, LLC ("Tom's Farms), the Court hereby enters the following Order:
27
28



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CASE NO. CV 07-4823 SVW (MANx)

[Hon. Stephen V. Wilson]

SVW
[PROPOSED] PERMANENT
INJUNCTION AND ORDER OF
DISMISSAL

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STATEMENT OF FACTS

1. Amini Innovation Corporation ("AICO") had designed for it, markets, and sells home furnishings, including its Tresor bedroom collection.

2. As part of its intellectual property portfolio, AICO is the owner of United States Copyright Registrations covering the ornamental carvings on the following furniture items:

TABLE 1

AICO FURNITURE ITEM	COPYRIGHT
Tresor bed	VA 1-302-359
Tresor dresser	VA 1-302-358
Tresor dresser mirror	VA 1-302-357

3. For a time, Tom's Farms sold furniture items from the Collezione Europa B40000 series that AICO alleged to be within the scope of the above-referenced copyright registrations.

4. As part of a settlement of this action, AICO and Tom's Farms have stipulated and agreed to the terms of the permanent injunction and dismissal below.

5. This stipulation and the settlement agreement between AICO and Tom's Farms do not pertain to the remaining defendants in the case, and is entered into by AICO without prejudice as to its claims against the remaining defendants in this case.

1 WHEREFORE, IT IS HEREBY ORDERED AND DECREED AS
2 FOLLOWS:

3
4 1. This Court has subject matter jurisdiction over this action pursuant to
5 28 U.S.C. §§ 1331, 1338(a), and 1367, and personal jurisdiction over Tom's
6 Farms, and venue is proper as to Tom's Farms, for purposes of this case.

7
8 2. AICO's copyrights set forth in Table 1 above are valid, subsisting,
9 and enforceable.

10
11 3. Effective immediately, Tom's Farms, its agents, employees,
12 representatives, and all persons in active concert or participation with it or any of
13 them, shall immediately cease all manufacture, use, importing, distributing,
14 marketing, advertising, publicly displaying, trade show displaying, internet
15 displaying, offering for sale and/or selling: (a) any furniture items the same or
16 substantially similar in appearance to the furniture items shown in the copyrights
17 listed in Table 1 above; (b) any furniture items within the scope of the copyrights
18 set forth in Table 1 above; and, (c) any furniture items that appear the same or
19 substantially similar to Collezione furniture items B40000 poster bed, B40000
20 dresser with mirror.

21
22 4. Effective immediately, Tom's Farms shall not aid or assist any
23 person or entity in engaging in any of the above-referenced prohibited activities.

24
25 5. This injunction shall remain in effect until the copyrights and/or
26 design patents expire or are declared invalid by a Court of Law.

27
28 6. The above-captioned action is hereby dismissed in its entirety, with

prejudice as to Tom's Farms. Said dismissal shall have no effect on AICO's claims against the remaining defendants in the case.

7. AICO and Tom's Farms shall each bear their own respective costs, expenses and attorneys' fees incurred in connection with the above-captioned action as to the claims between them.

8. The foregoing reflects a settlement of this action pursuant to the terms of a separate Settlement Agreement between AICO and Tom's Farms, ~~and the Court retains jurisdiction for purposes of enforcing the Settlement Agreement between AICO and Tom's Farms, and this Permanent Injunction.~~

Respectfully submitted,

CISLO & THOMAS LLP

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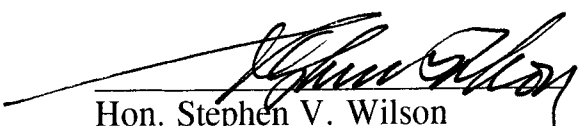
Attorneys for Defendant TOM'S FARMS,
LLC

Date: August 27, 2010

Date: August 27, 2010

IT IS SO ORDERED.

Date: Oct 18, 2010


Hon. Stephen V. Wilson
United States District Judge