

1 Brent H. Blakely (SBN 157292)
 2 Cindy Chan (SBN 247495)
 3 BLAKELY LAW GROUP
 4 915 North Citrus Avenue
 5 Hollywood, California 90038
 6 Telephone: (323) 464-7400
 7 Facsimile: (323) 464-7410
 8 *Attorneys for Plaintiff*
 9 *General Motors Corporation*

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA

12 GENERAL MOTORS CORPORATION,	}	CASE NO. CV 07-7893 CAS (PLAx)
Plaintiff,	}	<i>[PROPOSED ORDER] GRANTING</i>
v.	}	<i>FINAL JUDGMENT UPON CONSENT,</i>
14 A-MART TOYS, et al.,	}	<i>INCLUDING A PERMANENT</i>
Defendants.	}	<i>INJUNCTION AS TO DEFENDANT</i>
	}	<i>A.B.C. BIKES & TOYS & MOTORCYCLE</i>

16 Plaintiff and Defendant A.B.C. Bikes & Toys & Motorcycle have entered
 17 into a Settlement Agreement and Mutual Release as to the claims in the above
 18 referenced matter. Defendant, having agreed to consent to the below terms, it is
 19 hereby:

20 **ORDERED, ADJUDGED, and DECREED** as among the parties hereto
 21 that:

- 22 1. This Court has jurisdiction over the parties to this Final Judgment
 23 and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.
- 24 2. Plaintiff GM is the owner of the registered GM HUMMER® Marks,
 25 including but not limited to, U.S. Registration Nos. 2926350, 2994281, and
 26 3014908 for the trademarks for toys, toy vehicles, models of vehicles, hobby kits,
 27 radio controlled cars, and board games (hereinafter “GM Hummer Marks”)

1 3. Plaintiff has alleged that Defendant's purchase and sale of toy car
2 products bearing falsely bearing the GM Hummer Marks constitutes trademark
3 infringement and unfair competition under the Lanham Trademark Act, 15 U.S.C.
4 § 1051, *et seq* and under the common law.

5 4. Defendant and its agents, servants, employees and all persons in
6 active concert and participation with it who receive actual notice of this Final
7 Judgment are hereby permanently restrained and enjoined from:

8 a) Infringing upon GM's Hummer Marks, either directly or
9 contributorily, in any manner, including generally, but not limited to
10 manufacturing, importing, distributing, advertising, selling and/or offering
11 for sale any unauthorized product bearing the GM Hummer Marks, or
12 marks confusingly similar or substantially similar to the GM Hummer
13 Marks, and, specifically from:

14 (i) using the GM Hummer Marks or any reproduction,
15 counterfeit, copy or colorable imitation of the GM Hummer
16 Marks in connection with the manufacture, importation,
17 distribution, advertisement, offer for sale and/or sale of
18 merchandise comprising not the genuine products of GM, or in
19 any manner likely to cause others to believe that the
20 Counterfeit Products are connected with GM or GM's genuine
21 merchandise bearing the GM Hummer Marks;

22 (ii) passing off, inducing or enabling others to sell or pass
23 off any products or other items that are not GM's genuine
24 merchandise as and for GM's genuine merchandise;

25 (iii) committing any other acts calculated to cause purchasers
26 to believe that Defendant's products are GM's genuine merchandise
27 unless they are such; and

1 (iv) shipping, delivering, holding for sale, distributing,
2 returning, transferring or otherwise moving, storing or disposing of in
3 any manner items falsely bearing the GM Hummer Marks, or any
4 reproduction, counterfeit, copy or colorable imitation of same.

5 5. Without any admission of liability, the parties have agreed that
6 Defendant shall pay to Plaintiff an amount in settlement of Plaintiff's demand for
7 damages, profits, costs, disbursements, and attorneys' fees based upon
8 Defendant's alleged infringing activities. Plaintiff and Defendant shall bear their
9 own costs associated with this action.

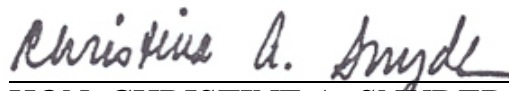
10 6. The execution of this Final Judgment by Counsel for the parties shall
11 serve to bind and obligate the parties hereto.

12 7. The jurisdiction of this Court is retained for the purpose of making
13 any further orders necessary or proper for the construction or modification of this
14 Final Judgment, the enforcement thereof and the punishment of any violations
15 thereof. Except as otherwise provided herein, this action is fully resolved with
16 prejudice as to Defendant A.B.C. Bikes & Toys & Motorcycle.

17 ORDER

18 IT IS SO ORDERED.

19
20 DATED: February 5, 2008

21 
22 HON. CHRISTINE A. SNYDER
United States District Judge

23 Respectfully Submitted by:
24 BLAKELY LAW GROUP

25 By: _____/s/_____
26 Cindy Chan
27 *Attorneys for Plaintiff*
General Motors Corporation