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 8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

10 GENERAL MOTORS	)	CASE NO. CV 07-7893 CAS (PLAx)
11 CORPORATION,	)	
12 Plaintiff,	)	<del>PROPOSED ORDER</del> GRANTING
13 v.	)	FINAL JUDGMENT UPON CONSENT,
14 A-MART TOYS, et al.,	)	INCLUDING A PERMANENT
15 Defendants.	)	INJUNCTION AS TO DEFENDANT
	)	ACME TOYS

16  
 17 Plaintiff and Defendant ACME Toys have entered into a Settlement  
 18 Agreement and Mutual Release as to the claims in the above referenced matter.  
 19 Defendant, having agreed to consent to the below terms, it is 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”)
- 28 3. Plaintiff has alleged that Defendant’s purchase and sale of toy car

1 products bearing falsely bearing the GM Hummer Marks constitutes trademark  
2 infringement and unfair competition under the Lanham Trademark Act, 15 U.S.C.  
3 § 1051, *et seq* and under the common law.

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

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

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

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

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

27 (iv) shipping, delivering, holding for sale, distributing,  
28 returning, transferring or otherwise moving, storing or disposing of in

1 any manner items falsely bearing the GM Hummer Marks, or any  
2 reproduction, counterfeit, copy or colorable imitation of same.

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


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

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

15 ORDER

16 IT IS SO ORDERED.

17  
18 DATED: February 6, 2008

19   
20 HON. CHRISTINE A. SNYDER  
United States District Judge

21 Respectfully Submitted by:  
22 BLAKELY LAW GROUP

23 By: \_\_\_\_\_/s/\_\_\_\_\_  
24 Cindy Chan  
25 *Attorneys for Plaintiff*  
26 *General Motors Corporation*