

1 Brent H. Blakely (SBN 157292)  
 2 [bblakely@blakelylawgroup.com](mailto:bblakely@blakelylawgroup.com)  
 3 Cindy Chan (SBN 247495)  
 4 [cchan@blakelylawgroup.com](mailto:cchan@blakelylawgroup.com)  
 5 BLAKELY LAW GROUP  
 915 North Citrus Avenue  
 Hollywood, California 90038  
 Telephone: (323) 464-7400  
 Facsimile: (323) 464-7410

09-08-08

E-FILED 09/08/05

6 *Attorneys for Plaintiff*  
 7 *Chrome Hearts, LLC*

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

11 CHROME HEARTS, LLC.,  
 12 Plaintiff,  
 13 vs.  
 14 THAD C. WARTH, et al.,  
 15 Defendants.

} CASE NO.CV 08-3813 PSG (JTLx)  
 } **ORDER RE CONSENT JUDGMENT**  
 } **INCLUDING A PERMANENT**  
 } **INJUNCTION; VOLUNTARY**  
 } **DISMISSAL WITH PREJUDICE**

17 Plaintiff Chrome Hearts, LLC (“Chrome Hearts” or “Plaintiff”) and Defendant  
 18 Thad C. Warth (hereinafter “Defendant”) have entered into a Settlement Agreement  
 19 and Mutual Release as to the claims in the above referenced matter. Defendant, having  
 20 agreed to consent to the below terms, it is hereby:

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

- 22 1. This Court has jurisdiction over the parties to this Final Judgment and has  
 23 jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.
- 24 2. Plaintiff has alleged that Defendant’s purchase and sale of counterfeit  
 25 merchandise bearing piratical copies of Plaintiff’s trademarks and copyrighted works  
 26 constitutes trademark infringement under the Lanham Act and copyright infringement  
 27 and unfair competition under the Copyright Laws, 17 U.S.C. § 501, et seq and under  
 28 the common law.

1           3.     Defendant and its agents, servants, employees and all persons in active  
2 concert and participation with them who receive actual notice of this Final Judgment  
3 are hereby permanently restrained and enjoined from infringing upon the Chrome  
4 Hearts trademarks and copyrighted works, either directly or contributorily, in any  
5 manner, including generally, but not limited to manufacturing, importing, distributing,  
6 advertising, selling and/or offering for sale any unauthorized product bearing the  
7 Chrome Hearts trademarks and/or copyrighted works, or words or marks confusingly  
8 similar or substantially similar thereto, and, specifically from:

9           (a)     Importing, manufacturing, distributing, advertising, selling and/or  
10 offering for sale products which picture, reproduce, copy or use the likenesses of or  
11 bear a substantial similarity to any of the Chrome Hearts trademarks and/or  
12 copyrighted works.

13           (b)     Importing, manufacturing, distributing, advertising, selling and/or  
14 offering for sale in connection thereto any unauthorized promotional materials, labels,  
15 packing or containers which picture, reproduce, copy or use the likenesses of or bear a  
16 confusing similarity to any of the Chrome Hearts trademarks and/or copyrighted  
17 works.

18           (c)     Engaging in any conduct that tends falsely to represent that, or is  
19 likely to confuse, mislead or deceive purchasers, Defendant's customers and/or  
20 members of the public to believe, the actions of Defendant, the products sold by  
21 Defendant in connection with Plaintiff, is sponsored, approved or licensed by Plaintiff,  
22 or is affiliated with Plaintiff.

23           (d)     Affixing, applying, annexing or using in connection with the  
24 importation, manufacture, distribution, advertising, sale and/or offer for sale or other  
25 use of any goods or services, a false description or representation, including words or  
26 other symbols, tending to falsely describe or represent such goods as being those of  
27 Plaintiff.

1 4. Plaintiff and Defendant shall bear their own costs associated with this  
2 action.

3 5. The execution of this Final Judgment by Counsel for the parties and/or by  
4 the Defendant appearing *pro se* shall serve to bind and obligate the parties hereto.

5 6. The jurisdiction of this Court is retained for the purpose of making any  
6 further orders necessary or proper for the construction or modification of this Final  
7 Judgment, the enforcement thereof and the punishment of any violations thereof.  
8 Except as otherwise provided herein, this action is fully resolved with prejudice as to  
9 Defendant Thad C. Warth.

10 **ORDER**

11 IT IS SO ORDERED.

12 DATED: Sept 8, 2008

**PHILIP S. GUTIERREZ**  
HON. PHILIP S. GUTIERREZ  
**United States District Judge**

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28