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1 J. Andrew Coombs (SBN 123881)  
*andy@coombspc.com*  
 2 Annie S. Wang (SBN 243027)  
*annie@coombspc.com*  
 3 J. Andrew Coombs, A P. C.  
 517 East Wilson Avenue, Suite 202  
 4 Glendale, California 91206  
 Telephone: (818) 500-3200  
 5 Facsimile: (818) 500-3201

6 Attorneys for Plaintiff Nike, Inc.

7 Marc E. Hankin (SBN 170505)  
*marc@hankinpatentlaw.com*  
 8 Hankin Patent Law APC  
 11414 Thurston Cir  
 9 Los Angeles, CA, 90049  
 Telephone: (323) 801-0260  
 10 Facsimile: (323) 801-0266

11 Attorney for Defendant Donald Pruitt,  
 12 an individual and d/b/a Don's Fashion Depot

13 UNITED STATES DISTRICT COURT  
 14 CENTRAL DISTRICT OF CALIFORNIA

15 Nike, Inc.,	}	Case No. CV 08-4266 MMM
	}	(FFMx)
16 Plaintiff,	}	
	}	[PROPOSED] CONSENT
17 v.	}	DECREE PURSUANT TO
	}	STIPULATION
18 Donald Pruitt, an individual and d/b/a	}	
19 Don's Fashion Depot and Does 1 – 10,	}	
inclusive,	}	
20 Defendants.	}	

21 The Court, having read and considered the Joint Stipulation for Permanent  
 22 Injunction that has been executed by Plaintiff Nike, Inc. (“Nike” or “Plaintiff”) and  
 23 Defendant Donald Pruitt, an individual and d/b/a Don's Fashion Depot (“Defendant”)  
 24 in this action:

25 GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this  
 26 Permanent Injunction shall be and is hereby entered in the within action as follows:  
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1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, et seq., as well as 28 U.S.C. § 1338(a) and 28 U.S.C. § 1331.

2) Service of process was properly made on the Defendant.

3) Nike owns or controls the pertinent rights in and to the trademarks listed in Exhibit “A” attached hereto and incorporated herein by this reference (The trademarks identified in Exhibit “A” are collectively referred to herein as the “Nike Trademarks”).

4) Defendant has made unauthorized uses of the Nike Trademarks or substantially similar likenesses or colorable imitations thereof.

5) Defendant and his agents, servants, employees and all persons in active concert and participation with him who receive actual notice of the Injunction are hereby restrained and enjoined, pursuant to 15 U.S.C. § 1116, from:

a) Infringing the Nike Trademarks, either directly or contributorily, in any manner, by:

i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale any unauthorized products which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any of the Nike Trademarks (“Unauthorized Products”);

ii) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in connection thereto any unauthorized promotional materials, labels, packaging or containers which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any of the Nike Trademarks;

iii) Engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead or deceive purchasers, Defendant’s customers and/or members of the public to believe, the actions of Defendant, the

1 products sold by Defendant, or Defendant himself is connected with  
2 Nike, is sponsored, approved or licensed by Nike, or is affiliated with  
3 Nike;

4 iv) Affixing, applying, annexing or using in connection with the  
5 importation, manufacture, distribution, advertising, sale and/or offer for  
6 sale or other use of any goods or services, a false description or  
7 representation, including words or other symbols, tending to falsely  
8 describe or represent such goods as being those of Nike.

9 6) Defendant is ordered to deliver for destruction all Unauthorized Products,  
10 including footwear, and labels, signs, prints, packages, dyes, wrappers, receptacles  
11 and advertisements relating thereto in their possession or under their control bearing  
12 any of the Nike Trademarks or any simulation, reproduction, counterfeit, copy or  
13 colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices and  
14 other means of making the same.

15 7) Except for the allegations contained herein, the claim alleged in the Complaint  
16 against Defendant by Nike are dismissed with prejudice.

17 8) This Injunction shall be deemed to have been served upon Defendant at the time  
18 of its execution by the Court.

19 9) The Court finds there is no just reason for delay in entering this Injunction and,  
20 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs  
21 immediate entry of this Injunction against Defendant.

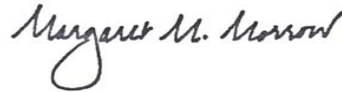
22 9) The Court shall retain jurisdiction of this action to entertain such further  
23 proceedings and to enter such further orders as may be necessary or appropriate to  
24 implement and enforce the provisions of this Injunction.

25 10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement  
26 Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation,  
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1 and requesting entry of judgment against Defendant, be reopened should Defendant  
2 default under the terms of the Settlement Agreement.

3 11) This Court shall retain jurisdiction over the Defendant for the purpose of  
4 making further orders necessary or proper for the construction or modification of this  
5 consent decree and judgment; the enforcement hereof; the punishment of any  
6 violations hereof, and for the possible entry of a further Judgment Pursuant to  
7 Stipulation in this action.  
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10 DATED: November 10, 2008



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Hon. Margaret M. Morrow  
12 United States District Judge

13 PRESENTED BY:

14 J. Andrew Coombs, A P. C.

15 By: \_\_\_\_\_  
16 J. Andrew Coombs  
17 Annie Wang  
18 Attorneys for Plaintiff Nike, Inc.

19 Hankin Patent Law APC

20 By: \_\_\_\_\_  
21 Marc E. Hankin  
22 Attorney for Defendant Donald Pruitt,  
23 an individual and d/b/a Don's Fashion Depot  
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1 EXHIBIT A

2 Nike Registrations

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4	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
5	AIR-SOLE	1,145,812	January 13, 1981
6	SWOOSH	1,200,529	July 6, 1982
7	NIKE	1,214,930	November 2, 1982
8	Nike <sup>®</sup> and Swoosh <sup>®</sup> Design	1,237,469	May 10, 1983
9	Nike <sup>®</sup>	1,277,066	May 8, 1984
10	Swoosh <sup>®</sup> Design	1,284,385	July 3, 1984
11	NIKE AIR w/Swoosh device	1,284,386	July 3, 1984
12	NIKE AIR	1,307,123	November 27, 1984
13	Air Jordan <sup>®</sup>	1,370,283	November 12, 1985
14	Swoosh device on shoe	1,323,342	March 5, 1985
15	Swoosh device	1,323,343	March 5, 1985
16	NIKE w/Swoosh device	1,325,938	March 19, 1985
17	AIR JORDAN	1,370,283	November 12, 1985
18	AIR MAX	1,508,348	October 11, 1988
19	AIR TRAINER	1,508,360	October 11, 1988
20	Jump Man device	1,558,100	September 26, 1989
21	Nike Air <sup>®</sup>	1,571,066	December 12, 1989
22	AIR SKYLON	1,665,479	November 19, 1991
23	AIR SOLO FLIGHT	1,668,590	December 17, 1991
24	AIR FLIGHT	1,686,515	May 12, 1992
25	AIR DESCHUTZ	1,735,721	November 24, 1992
26	Jump Man device	1,742,019	December 22, 1992
27	AIR TRAINER MAX	1,789,463	August 24, 1993
28	AIRMAX in oval	2,030,750	January 14, 1997
	AIR UPTempo in crest	2,032,582	January 21, 1997
	AIR with Swoosh device	2,068,075	June 3, 1997
	NIKE with Swoosh device	2,104,329	October 7, 1997
	ACG NIKE in triangle	2,117,273	December 2, 1997
	Nike <sup>®</sup>	2,196,735	October 13, 1998
	Nike <sup>®</sup> and Swoosh <sup>®</sup> Design	2,209,815	December 8, 1998
	Stylized "B"	2,476,882	August 14, 2001
	NIKE ALPHA PROJECT as device	2,517,735	December 11, 2001
	WAFFLE RACER	2,652,318	November 19, 2002
	PHYLITE	2,657,832	December 10, 2002

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TRUNNER	2,663,568	December 17, 2002
DRI-STAR	2,691,476	February 25, 2003
PRESTO	2,716,140	May 13, 2003
TRIAX	2,810,679	February 3, 2004
WAFFLE TRAINER	2,893,674	October 12, 2004
THERMA-STAR	2,960,844	June 7, 2005
NIKE SHOX	2,970,902	July 19, 2005
Basketball player outline	2,977,850	July 26, 2005
NIKEFREE	3,087,455	May 2, 2006