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 11 *Board Sports, Inc. and Quiksilver, Inc.*

12 UNITED STATES DISTRICT COURT
 13 CENTRAL DISTRICT OF CALIFORNIA

14 CALIFORNIA BOARD SPORTS, INC., a	}	<i>CASE NO. CV 08-4612 PA (JWJx)</i>	
15 California Corporation; QUIKSILVER,			
16 INC., a Delaware Corporation,	}	<i>[PROPOSED] ORDER RE</i>	
17			<i>CONSENT JUDGMENT</i>
18			<i>INCLUDING A PERMANENT</i>
19 vs.			<i>INJUNCTION; VOLUNTARY</i>
20 AIR MAX TRADING, INC., et al.,			<i>DISMISSAL WITH PREJUDICE AS</i>
21	<i>TO DEFENDANT AIR MAX</i>		
22	<i>TRADING, INC.</i>		
23	}		
24 Defendants.			

25 Plaintiffs California Board Sports, Inc. and Quiksilver, Inc. (“Plaintiffs”) and
 26 Defendant Air Max Trading, Inc. dba S.H. Shoes (“Defendant”) have entered into a
 27 Settlement Agreement and Mutual Release as to the claims in the above referenced
 28 matter. Defendant, having agreed to consent to the below terms, it is hereby:

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

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.
2. Plaintiff Quiksilver, Inc. (“Quiksilver”) is the owner of the DC Shoes® Marks, including but not limited to, U.S. Registration Nos. 2317622, 2427124, and 3040219 (hereinafter “DC Marks”).

1 3. Plaintiff California Boards Sports, Inc. (“CBSI”) is the owner of the brand
2 “Osiris,” a company engaged in the sale of casual shoes, accessories and apparel in the
3 skateboarding industry. CBSI uses several different designs and patterns on its shoes
4 to decorate and embellish the shoes, including, but not limited to, the copyrighted
5 designs entitled “Smoking Gun” (VA0001630187) and “Dollar Rose”
6 (VA0001630186) (hereinafter collectively “Osiris Designs”)

7 4. Plaintiffs have alleged that Defendant’s purchase and sale of footwear
8 falsely bearing the DC Marks constitutes trademark infringement and unfair
9 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et seq. and under the
10 common law.

11 5. Furthermore, Plaintiffs have alleged that Defendant’s purchase and sale of
12 footwear falsely bearing the Osiris Designs constitutes copyright infringement and
13 unfair competition under the Copyright Act, 17 U.S.C. § 501, et seq. and under the
14 common law.

15 6. Defendant and its agents, servants, employees and all persons in active
16 concert and participation with it who receive actual notice of this Final Judgment are
17 hereby permanently restrained and enjoined from infringing upon either the DC Marks
18 or the Osiris Designs, either directly or contributorily, in any manner, including
19 generally, but not limited to manufacturing, importing, distributing, advertising, selling
20 and/or offering for sale any unauthorized product bearing the DC Marks and/or Osiris
21 Designs, or marks confusingly similar to or constituting a colorable imitation thereof,
22 and, specifically from:

23 (a) using the DC Marks and/or Osiris Designs or any reproduction,
24 counterfeit, copy or colorable imitation of same in connection with the manufacture,
25 importation, distribution, advertisement, offer for sale and/or sale of merchandise
26 comprising not the genuine products of Plaintiffs, or in any manner likely to cause
27 others to believe that the counterfeit products are connected with Plaintiffs or
28 Plaintiffs’ genuine merchandise;

1 (b) passing off, inducing or enabling others to sell or pass off any
2 products or other items that are not Plaintiffs' genuine merchandise as and for
3 Plaintiffs' genuine merchandise;

4 (c) committing any other acts calculated to cause purchasers to believe
5 that Defendant's products are Plaintiffs' genuine merchandise unless they are such;
6 and

7 (d) shipping, delivering, holding for sale, distributing, returning,
8 transferring or otherwise moving, storing or disposing of in any manner items falsely
9 bearing the DC Marks and/or Osiris Designs, or any reproduction, counterfeit, copy or
10 colorable imitation of same.

11 7. Plaintiffs and Defendant shall bear their own costs associated with this
12 action.

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

15 9. The jurisdiction of this Court is retained for the purpose of making any
16 further orders necessary or proper for the construction or modification of this Final
17 Judgment, the enforcement thereof and the punishment of any violations thereof.
18 Except as otherwise provided herein, this action is fully resolved with prejudice as to
19 Defendant Air Max Trading, Inc.

20 10. This Final Judgment shall be deemed to have been served upon Defendant
21 at the time of its execution by the Court.

22 ORDER

23 IT IS SO ORDERED.



24
25 DATED: October 24, 2008

26 _____
27 HON. PERCY ANDERSON
28 **United States District Judge**