

1 Anthony M. Keats (State Bar No. 123672)
 E-Mail: akeats@kmwlaw.com
 2 David K. Caplan (State Bar No. 181174)
 E-Mail: dcaplan@kmwlaw.com
 3 Konrad K. Gatien (State Bar No. 221770)
 E-Mail: kgatien@kmwlaw.com
 4 KEATS McFARLAND & WILSON LLP
 9720 Wilshire Boulevard, Penthouse Suite
 5 Beverly Hills, California 90212
 Telephone: (310) 248-3830
 6 Facsimile: (310) 860-0363

7 Brian W. Brokate (admitted *pro hac vice*)
 Email: bwbrokate@gibney.com
 8 John Macaluso (admitted *pro hac vice*)
 Email: jmacaluso@gibney.com
 9 Walter Michael Lee (admitted *pro hac vice*)
 Email: wmlee@gibney.com
 10 GIBNEY, ANTHONY & FLAHERTY, LLP
 665 Fifth Avenue
 11 New York, NY 10022
 Telephone: (212) 688-5151
 12 Facsimile: (212) 688-8315
 Attorneys for Plaintiff
 13 ROLEX WATCH U.S.A., INC.

14
 15 IN THE UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 ROLEX WATCH U.S.A., INC.,

17
 18 Plaintiff,

19 v.

20
 21 GRAIG LEWIS and TINA LEWIS
 22 a/k/a CIPRIANA LEWIS, both
 23 individually and d/b/a "Q.I. 24/7
 INC.", "Q.I. FASHION",
 24 WWW.HIPHOPKICKZ.COM and
 25 WWW.QI247INC.COM;and DOES 1-
 10,

26
 27 Defendants.
 28

Case No. 10-01866 GAF (SHx)

**FINAL JUDGMENT AND PERMANENT
 INJUNCTION UPON CONSENT**

1 Plaintiff Rolex Watch U.S.A., Inc. (“Rolex”) and Graig Lewis and Tina Lewis
2 a/k/a Cipriana Lewis, both individually and d/b/a “Q.I. 24/7 Inc.”, “Q.I. Fashion”,
3 www.hiphopkickz.com and www.qi247inc.com (hereinafter collectively referred to as
4 “Defendants”), having agreed that a Final Judgment and Permanent Injunction Upon
5 Consent (hereinafter referred to as “Final Judgment”) should be entered between them
6 and good cause appearing therefore:
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9 1. Rolex having asserted this action for trademark counterfeiting, 15 U.S.C. §
10 1114; trademark infringement, 15 U.S.C. § 1114; false designation of origin and false
11 description, 15 U.S.C. § 1125(a); Federal trademark dilution, 15 U.S.C. § 1125(c);
12 unfair competition, false designation of origin and false description; 15 U.S.C. §
13 1125(a); and common law unfair competition. This Court has jurisdiction over the
14 subject matter of this claim pursuant to 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338
15 and 28 U.S.C. § 1367. The Court further has continuing jurisdiction to enforce the
16 terms and provision of this Final Judgment.
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20 2. Rolex is a corporation duly organized and existing under the laws of the State
21 of New York, having an office and principal place of business at 665 Fifth Avenue,
22 New York, NY 10022.
23

24 3. Defendants are residents of the State of California residing at 247 East 88th
25 Place, Los Angeles, CA 90003.
26

27 4. Defendants are the registrants, the owners and operators and the controlling
28 forces behind www.hiphopkickz.com and www.qi247inc.com (the “Websites”).


1 5. Defendants have knowingly and willfully offered for sale and has sold watches
2 bearing counterfeits and infringements of Rolex's trademarks on the Websites and on
3 the Internet.
4

5 6. Rolex is the exclusive distributor and warrantor in the United States of Rolex
6 watches, all of which bear one or more of Rolex's trademarks described below. Rolex
7 watches are identified by the trade name and trademark ROLEX and one or more of
8 Rolex's trademarks.
9

10 7. Rolex is responsible for assembling, finishing, marketing and selling in
11 interstate commerce high quality Rolex watches, watch bracelets and related products
12 for men and women.
13

14 8. Rolex owns numerous trademarks, including, but not limited to, the trademarks
15 and trade names CROWN DEVICE (design), DATEJUST, DAY-DATE,
16 DAYTONA, EXPLORER II, GMT-MASTER, GMT-MASTER II, OYSTER,
17 OYSTER PERPETUAL, PRESIDENT, ROLEX, ROLEX DAYTONA, SEA-
18 DWELLER, SUBMARINER, and TURN-O-GRAPH on and in connection with
19 watches, watch bracelets and related products.
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22 9. Rolex is the owner of, including but not limited to, the following federal
23 trademark registration in the U.S. Patent and Trademark Office:
24

Trademark	Reg. No.	Reg. Date	Goods
 CROWN DEVICE	657,756	1/28/58	Timepieces of all kinds and parts thereof.
DATEJUST	674,177	2/17/59	Timepieces and parts thereof.

Trademark	Reg. No.	Reg. Date	Goods
DAY-DATE	831,652	7/4/67	Wrist watches.
DAYTONA	2,331,145	3/21/00	Watches.
EXPLORER II	2,445,357	4/24/01	Watches.
GMT-MASTER	683,249	8/11/59	Watches.
GMT-MASTER II	2,985,308	8/16/05	Watches and parts thereof.
OYSTER	239,383	3/6/28	Watches, movements, cases, dials, and other parts of watches.
OYSTER PERPETUAL	1,105,602	11/7/78	Watches and parts thereof.
PRESIDENT	520,309	1/24/50	Wristbands and bracelets for watches made wholly or in part or plated with precious metals, sold separately from watches.
ROLEX	101,819	1/12/15	Watches, clocks, parts of watches and clocks, and their cases.
ROLEX DAYTONA	1,960,768	3/5/96	Watches.
SEA-DWELLER	860,527	11/19/68	Watches, clocks and parts thereof.
SUBMARINER	1,782,604	7/20/93	Watches.
TURN-O-GRAPH	2,950,028	5/10/05	Watches and parts thereof.

(the "Rolex Registered Trademarks")

10. The Rolex Registered Trademarks are arbitrary and fanciful marks that are entitled to the highest level of protection afforded by law.

11. The Rolex Registered Trademarks are associated with Rolex in the minds of consumers, the public and the trade.

12. The Rolex Registered Trademarks are world-famous.

13. Watches bearing the Rolex Registered Trademarks have been extensively advertised for many decades.

1 14. Rolex and its predecessors have used the Rolex Registered Trademarks for
2 many years on and in connection with Rolex watches and related products. The Rolex
3 Registered Trademarks identify high quality products originating with Rolex.
4

5 15. Based upon Rolex's extensive advertising, sales and the wide popularity of
6 Rolex's products, the Rolex Registered Trademarks have acquired secondary meaning
7 so that any product and advertisement bearing such marks is immediately associated
8 by consumers, the public and the trade as being a product and affiliate of Rolex.
9

10 16. The Rolex Registered Trademarks are widely recognized by the general
11 consuming public of the United States as a designation of source of the watches
12 distributed by Rolex.
13

14 17. The Rolex Registered Trademarks are in full force and effect and have become
15 incontestable pursuant to 15 U.S.C. § 1065 with the exception of TURN-O-GRAPH
16 and GMT MASTER II.
17

18 18. Rolex has gone to great lengths to protect its name and the Rolex Registered
19 Trademarks.
20

21 19. Long after Rolex's adoption and use of the Rolex Registered Trademarks on its
22 products and after Rolex's federal registration of the Rolex Registered Trademarks,
23 Defendants began selling, offering for sale, distributing, promoting and advertising
24 watches in interstate commerce bearing counterfeits and infringements of the Rolex
25 Registered Trademarks as those marks appear on Rolex's products and as shown in
26 the Rolex Registered Trademarks attached to Rolex's Complaint as Exhibit 1. The
27
28

1 spurious marks or designations used by Defendants in interstate commerce are
2 identical with, or substantially indistinguishable from, the Rolex Registered
3 Trademarks on goods covered by the Rolex Registered Trademarks.
4

5 20. Rolex, its customers and the general public have all been victimized by an
6 unparalleled wave of counterfeiting, and Rolex has thus been involved in extensive
7 anti-counterfeiting programs designed to protect its valuable intellectual property
8 rights and the investment made by its customers.
9

10 21. Rolex took action against Defendants by service of a cease and desist letter.
11 Defendants warrant and represent that the cease and desist letter was received from
12 Rolex.
13

14 22. Despite Rolex's efforts, Defendants continued to offer for sale and sold goods
15 bearing counterfeits of the Rolex Registered Trademarks.
16

17 23. Defendants admit that they intentionally, willfully and maliciously sold, offered
18 for sale, distributed, promoted and advertised watches bearing counterfeits of one or
19 more of the Rolex Registered Trademarks, despite the knowledge that such sales are
20 illegal.
21

22 24. Defendants are not now, nor have they ever been associated, affiliated or
23 connected with or endorsed or sanctioned by Rolex.
24

25 25. Rolex has gone to great lengths to protect its name and enforce its trademarks.
26

27 26. Rolex has no adequate remedy at law.
28

1 27. Defendants' acts constitute willful and malicious trademark counterfeiting in
2 violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

3
4 28. Defendants' acts constitute willful and malicious trademark infringement in
5 violation of Section 32 of the Lanham Act, 15 U.S.C. §1114 .

6
7 29. Defendants' acts constitute willful and malicious unfair competition, use in
8 commerce of false designations of origin and false and/or misleading descriptions or
9 representations, tending to falsely or misleadingly describe and/or represent their
10 products as those of Rolex in violation of Section 43(a) of the Lanham Act, 15 U.S.C.
11 §1125(a).

12
13 30. Defendants' acts constitute willful and malicious common State statutory unfair
14 competition and common law unfair competition.

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16 31. Defendants expressly agree that, as a matter of law, pursuant to 11 U.S.C. § 523
17 (a)(6), due to Defendants' malicious behavior, the terms of this Final Judgment are not
18 dischargeable in any bankruptcy proceeding. In this regard, Defendants expressly
19 waive the right to assert the protection of the bankruptcy laws of the United States as a
20 bar to Rolex's collection of all monetary recoveries due to Rolex as provided for in
21 this Final Judgment.
22

23
24 32. Defendants agree that the jurisdiction of this Court is retained for the purpose of
25 making any further orders necessary or proper for the construction, implementation or
26 modification of this Consent Judgment, the enforcement thereof and the punishment
27 of any violations thereof.
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1 33. Defendants agree that the amount in controversy in this action is greater than
2 \$75,000.
3

4
5 **IT IS ORDERED, ADJUDGED AND DECREED:**

6 34. Judgment shall be entered against Defendants, and in favor of Rolex, in the
7 amount of One Million Dollars (\$1,000,000.00) as the award of damages due to
8 Defendants' infringement of the Rolex's Registered Trademarks.
9

10 35. The Final Judgment shall be binding upon and shall inure to the benefit of the
11 parties and their respective heirs, successors and assigns, and acquiring companies.
12

13 36. Defendants, their agents, servants, employees, attorneys and all persons acting
14 in concert and participation with them, and their successors and assigns, jointly and
15 severally be and hereby are, permanently restrained and enjoined from:
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17 (a) using any reproduction, counterfeit, copy, or colorable
18 imitation of the Rolex Registered Trademarks to identify any
19 goods or the rendering of any services not authorized by Rolex;
20

21 (b) engaging in any course of conduct likely to cause confusion,
22 deception or mistake, or injure Rolex's business reputation or
23 weaken the distinctive quality of the Rolex Registered Trademarks,
24 Rolex's name, reputation or goodwill;
25

26 (c) using a false description or representation including words
27 or other symbols tending to falsely describe or represent their
28

1 unauthorized goods as being those of Rolex or sponsored by or
2 associated with Rolex and from offering such goods in commerce;

3
4 (d) further infringing the Rolex Registered Trademarks by
5 manufacturing, producing, distributing, circulating, selling,
6 marketing, offering for sale, advertising, promoting, displaying or
7 otherwise disposing of any products not authorized by Rolex
8 bearing any simulation, reproduction, counterfeit, copy or
9 colorable imitation of the Rolex Registered Trademarks;

10
11 (e) using any simulation, reproduction, counterfeit, copy or
12 colorable imitation of the Rolex Registered Trademarks in
13 connection with the promotion, advertisement, display, sale,
14 offering for sale, manufacture, production, circulation or
15 distribution of any unauthorized products in such fashion as to
16 relate or connect, or tend to relate or connect, such products in any
17 way to Rolex, or to any goods sold, manufactured, sponsored or
18 approved by, or connected with Rolex;

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20 (f) making any statement or representation whatsoever, or using
21 any false designation of origin or false description, or performing
22 any act, which can or is likely to lead the trade or public, or
23 individual members thereof, to believe that any products
24 manufactured, distributed, sold or offered for sale, or rented by
25 Defendants are in any way associated or connected with Rolex, or
26 are sold, manufactured, licensed, sponsored, approved or
27 authorized by Rolex;

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(g) using or continuing to use the Rolex Registered Trademarks or trade names or any variation thereof on the Internet (either in the text of a websites, as a domain name, or as a key word, search word, metatag, or any part of the description of the site in any submission for registration of any Internet site with a search engine or index) in connection with any goods or services not directly authorized by Rolex;

(h) hosting or acting as Internet Service Provider for, or operating any websites, that offer for sale any products bearing counterfeits of the Rolex Registered Trademarks;

(i) using any email addresses to offer for sale any nongenuine products bearing counterfeits of the Rolex Registered Trademarks;

(j) having any connection whatsoever with any website that offers for sale any merchandise bearing counterfeits of the Rolex Registered Trademarks;

(k) secreting, destroying, altering, removing, or otherwise dealing with the unauthorized products or any books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, or displaying of all unauthorized products which infringe the Rolex Registered Trademarks;

(l) otherwise unfairly competing with Rolex;

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(m) otherwise causing a likelihood of confusion with injury to Rolex's business reputation or the distinctiveness of the Rolex Registered Trademarks; and

(n) effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (a) through (m).

It is further ORDERED that in the event that Defendants are ever found by a court of competent jurisdiction, after notice and an opportunity to be heard, to be in violation of this Final Judgment the parties agree that (a) Rolex will be entitled to all normal relief which it may request from the court; (b) Rolex may retain any partial payments made, if any, pursuant to this Final Judgment; and (c) Rolex will be entitled to recover any and all future and additional damages, fees and costs incurred by Rolex due to Defendants' violation of this Final Judgment, and judgment shall be entered against the Defendants in that full amount.

It is further ORDERED that any act by the Defendants in violation of the terms or conditions of this Final Judgment may be considered and prosecuted as a contempt of this Court and the jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction, implementation or modification of this Final Judgment, the enforcement thereof and the punishment of any violations thereof.

1 It is further ORDERED that pursuant to 11 U.S.C. § 523 (a)(6), the terms of this
2 Final Judgment are not dischargeable in any bankruptcy proceeding.
3

4 It is further ORDERED that this Final Judgment shall be binding upon and shall
5 inure to the benefit of the parties and their respective heirs, successors and assigns,
6 and acquiring companies.
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9 The Court expressly determines that there is no just reason for delay in entering
10 this judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the
11 Court directs entry of judgment against Defendants.
12

13 This Consent Judgment shall be deemed to have been served upon Defendants
14 at the time of its execution by the Court.
15

16 **CONSENTED TO BY THE PARTIES:**
17

18 The undersigned hereby consent to the entry of a Consent Judgment and
19 Permanent Injunction in the form annexed hereto or in such other form as the Court
20 may approve.

21 **ROLEX WATCH U.S.A., INC.**

22 Dated: July 1, 2010

23 By: _____/s/_____
24 John F. Flaherty
25 Secretary
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**GRAIG LEWIS and TINA LEWIS
a/k/a/ CIPRIANA LEWIS both
individually and d/b/a “Q.I. 24/7
INC.”, “Q.I. FASHION”,
WWW.HIPHOPKICKZ.COM and
WWW.QI247INC.COM**


Dated: June 15, 2010

_____/s/_____
Graig Lewis

_____/s/_____
Tina Lewis a/k/a Cipriana Lewis

SO ORDERED:

Dated: July 7, 2010



Gary A. Feess
UNITED STATES DISTRICT JUDGE