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1 GREENBERG TRAUERIG, LLP
 2 SUSAN L. HELLER (SBN 160539)
 2 E-Mail: *HellerS@gtlaw.com*
 3 GREGORY A. NYLEN (SBN 151129)
 3 E-Mail: *NylenG@gtlaw.com*
 4 2450 Colorado Avenue, Suite 400E
 4 Santa Monica, CA 90404-5524
 5 Telephone: 310-586-7700
 5 Facsimile: 310-586-7800

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7 Attorneys for Plaintiff DIRECTV, INC.

8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**
 10 **WESTERN DIVISION**

11 DIRECTV, INC., a California
12 corporation,

13 Plaintiff,

14 vs.

15 KENNETH D. THOMPSON d/b/a/
16 SATELLITE STATION,

17 Defendant.
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CASE NO. CV 10-6064 CAS (JCG)

**[PROPOSED] ORDER ON PERMANENT
INJUNCTION AND FINAL JUDGMENT
ON CONSENT**

1 Plaintiff DIRECTV, Inc., having commenced this action for an injunction and
2 other relief against Defendant Kenneth D. Thompson d/b/a Satellite Station
3 (“Defendant”), pursuant to the Lanham Act, 15 U.S.C. §1051, *et seq.*, California
4 Business and Professions Code §§ 17200 and 17500, *et seq.*, and under the laws of the
5 State of California, for the reason that Defendant is alleged to be engaging in the
6 unauthorized use, display, advertising, and promoting of Plaintiff’s trademarks and
7 service marks as described and defined in the Complaint herein (collectively the
8 “DIRECTV Trademarks”), and in breach of the surviving terms of his Independent
9 Retailer Agreement with DIRECTV, and Defendant, having stipulated to entry of
10 Permanent Injunction and Final Judgment;

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

12 1. Defendant, its employees, representatives, confederates, and any other
13 persons or entities acting in concert or participation with it, are permanently enjoined
14 and restrained:

15 (a) from using in any manner the DIRECTV Logo and the DIRECTV
16 Trademarks, alone or in combination with any word or words which so resemble
17 DIRECTV’S Trademarks as to be likely to cause confusion, deception, or mistake on
18 or in connection with the advertising, offering for sale, or sale of any product or service
19 not DIRECTV’s, or not authorized by DIRECTV to be sold in connection with
20 DIRECTV’s Trademarks;

21 (b) from passing off, inducing, or enabling others to sell or pass off any
22 product as and for products produced by DIRECTV, not DIRECTV’s, or not produced
23 under the control and supervision of DIRECTV and approved by DIRECTV for sale
24 under the DIRECTV Trademarks;

25 (c) from committing any acts calculated to cause purchasers to believe
26 that Defendant’s goods and services are those sold under the control and supervision of
27 DIRECTV, or sponsored or approved by, connected with, guaranteed by, or produced
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1 under the control and supervision of DIRECTV, or that Defendant is an authorized
2 independent retailer of DIRECTV;

3 (d) from further diluting and infringing the DIRECTV Trademarks and
4 damaging DIRECTV's goodwill;

5 (e) from otherwise competing unfairly with DIRECTV in any manner;

6 (f) from advertising, distributing, selling, installing, or soliciting for
7 sale, in any manner, products or services not authorized by or sourced from DIRECTV
8 to be sold or offered for sale, and which bear any of the DIRECTV Trademarks.

9 2. That Defendant be required to immediately deliver up to DIRECTV any
10 and all products, guarantees, circulars, price lists, labels, signs, prints, packages,
11 wrappers, pouches, receptacles, advertising matter, promotional, and other materials in
12 the possession of Defendant or under his control bearing any of the DIRECTV
13 Trademarks, or each of them, alone or in combination with any other words, or used in
14 connection with the advertising, offering for sale or sale of products not DIRECTV's,
15 or not made under the authorization and control of DIRECTV.

16 3. That Defendant be required to immediately supply DIRECTV with a
17 complete list of entities to whom he distributed and/or sold services not authorized by
18 DIRECTV to be sold in connection with DIRECTV's Trademarks.

19 4. That Defendant be required to immediately deliver up for destruction all
20 signage, clothing, adverting materials, brochures, or other tangible items bearing the
21 unauthorized DIRECTV Logo or any of the DIRECTV Trademarks.

22 5. That Defendant, within thirty (30) days after service of judgment with
23 notice of entry thereof upon it, be required to file with the Court and serve upon
24 DIRECTV a written report under oath setting forth in detail the manner in which
25 Defendant has complied with the preceding paragraphs.

26 **ORDERED**, that this Court has jurisdiction over the parties and the subject
27 matter of the action. This Court shall retain jurisdiction to the extent necessary to
28 enforce this Permanent Injunction and Final Judgment and the Settlement Agreement

1 entered into by Plaintiff and Defendant and to determine any issues that may arise under
2 either; and it is further

3 **ORDERED**, that in the event Defendant violates this injunction or any of the
4 terms of the Settlement Agreement, including late payment of the Installment Payments
5 as specified therein, liquidated damages shall be and are hereby entered in the amount
6 of Forty Thousand Dollars (\$40,000.00).

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8 **SO ORDERED.**

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10 DATED: November 29, 2010


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Honorable Christina A. Snyder
United States District Judge