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5 Attorney for Plaintiffs Andrew Freeman, Freeman
 6 Automotive (UK) Limited, and EBC Brakes USA, Inc.

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

12 ANDREW FREEMAN, FREEMAN
 13 AUTOMOTIVE (UK) Limited and
 14 EBC BRAKES USA, INC.,

Case No.: CV 10-9189-DMG(JEMx)

Plaintiffs,

**CONSENT DECREE AND FINAL
ORDER [53]**

15 v.

16 TODD HARDING, KIM HARDING,
 17 WINNING PERFORMANCE
 18 PRODUCTS, INC., dba DIPLOMAT
 19 PACKAGING COMPANY, HAWK
 20 CORPORATION dba WELLMAN
 21 PRODUCTS GROUP and HAWK
 22 PERFORMANCE, and WELLMAN
 23 PRODUCTS GROUP, INC. and DOES
 24 1-10, inclusive

Defendants.

RECITALS

25 The Plaintiffs (“Freeman Parties”) are in the business of manufacturing,
 26 designing and selling aftermarket / replacement brake and clutch parts for motor
 27 vehicles, including motorcycles and ATVs.

1 Defendant Wellman Products Group is in the business of manufacturing,
2 designing and selling aftermarket / replacement brake and clutch parts for
3 motorcycles and defendant Hawk Corporation is the parent of Wellman Products
4 Group. Together, they are referred to as “Wellman.”

5 Defendants Todd Harding, Kim Harding and Winning Performance
6 Products, Inc. dba Diplomat Packaging Company (the “Hardings”) have
7 participated at various times in representation and marketing for the Freeman
8 Parties and for Wellman with respect to sales of aftermarket / replacement brake
9 and clutch parts for motor vehicles.

10 A dispute has arisen among the Freeman Parties, the Hardings and Wellman
11 that has lead the Freeman Parties to file a Complaint and an Amended Complaint
12 for Trademark Infringement; False Advertising; Unfair Competition; Trademark
13 Dilution; Cybersquatting and Conversion (the “Complaint”), thereby initiating this
14 Civil Case No. CV 10-9189, and a Motion for Preliminary Injunction (the
15 “Motion”).

16 Wellman and the Hardings timely denied all material allegations in, and
17 raised certain affirmative defenses to, the Complaint and Motion, and continue to
18 deny any liability to the Freeman Parties.

19 It is hereby ORDERED, ADJUDGED AND DECREED:

20 1. This Court has jurisdiction over the parties and the subject matter of
21 this action.

22 2. Upon the entry of this Order, the Freeman Parties shall dismiss this
23 lawsuit against Wellman and the Hardings with prejudice. The Court, however,
24 shall retain jurisdiction over this action for the purpose of enforcing the terms of
25 this Consent Decree and Final Order.

26 3. Wellman and the Hardings shall not use in commerce any product
27 identifiers or numbering systems on or in connection with brake and/or clutch
28 parts for motor vehicles, including motorcycles and ATVs, that employ either the

1 “FA” prefix or any numerical suffix already used by the Freeman Parties for such
2 parts.

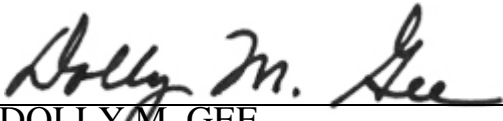
3 4. Nothing contained in this Consent Decree and Final Order shall
4 prohibit either Wellman or the Hardings from referencing the Freeman Parties’
5 products by referencing the Freeman Parties’ current or future products and
6 product identifiers for purposes of comparative advertising or cross-referencing in
7 any catalogs, advertisements, promotions, displays, webpages, video, social
8 media, or any other media known today or developed in the future, or any use that
9 may qualify as a “fair use” or a “nominative fair use” or any other legal use that
10 does not violate the immediately preceding paragraph; provided that all such uses
11 (whether “fair uses”, “nominative fair uses” or otherwise) of the Freeman Parties’
12 product identifiers, part numbers or product numbering systems by Wellman and /
13 or the Hardings shall fairly identify the Freeman Parties as the source of any / all
14 products distinguished by Freeman Parties’ product identifiers, part numbers or
15 product numbering systems.

16 5. The Hardings shall refrain from advertising, selling or purporting to
17 sell (a) any Freeman Parties products, and (b) any products specifically
18 manufactured by or for the Freeman Parties.

19 6. The foregoing notwithstanding, Wellman and the Hardings may
20 dispose of and replace their existing marketing media as set forth in the Parties’
21 Confidential Settlement Agreement.

22 **IT IS SO ORDERED.**

23 Dated: February 4, 2011

24 
25 DOLLY M. GEE
26 United States District Judge