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6 Attorneys for Plaintiff Sanrio, Inc.

7 Zin Khone Mar Aye a/k/a Zin K. Aye  
 a/k/a Zin Aye a/k/a Aye Zin Khinemar,  
 8 an individual and d/b/a Silver KDA  
 a/k/a Silver Silver a/k/a KDA Quality  
 9 Silver and Jewelry  
 zinkmaye@yahoo.com  
 10 4939 Glickman Avenue  
 Temple City, California 91780  
 11 Telephone: (626) 242-0383

12 Defendant, *in pro se*

13  
 14 UNITED STATES DISTRICT COURT  
 15 CENTRAL DISTRICT OF CALIFORNIA

16 Sanrio, Inc.,

17 Plaintiff,

18 v.

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 20 Zin Khone Mar Aye a/k/a Zin K. Aye  
 a/k/a Zin Aye a/k/a Aye Zin Khinemar, an  
 21 individual and d/b/a Silver KDA a/k/a  
 Silver Silver a/k/a KDA Quality Silver  
 22 and Jewelry; and Does 1-10, inclusive,

23 Defendants.

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 25 ) Case No. CV11-10286 DMG (JCGx)  
 26 ) FINAL JUDGMENT AND  
 27 ) PERMANENT INJUNCTION [26]

28  
 29 The Court, having read and considered the Joint Stipulation for Entry of Final  
 30 Judgment and Permanent Injunction that has been executed on behalf of Plaintiff  
 31 Sanrio, Inc. (“Plaintiff”), on the one hand, and Defendant Zin Khone Mar Aye a/k/a

1 Zin K. Aye a/k/a Zin Aye a/k/a Aye Zin Khinemar, an individual and d/b/a Silver  
2 KDA a/k/a Silver Silver a/k/a KDA Quality Silver and Jewelry (“Defendant”), on the  
3 other hand, and good cause appearing therefor:

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

- 5 1. This Court has jurisdiction over the parties to this action and over the subject  
6 matter pursuant to 17 U.S.C. § 101 *et seq.*, 17 U.S.C. § 501, 28 U.S.C. §§ 1331 and  
7 1338, and 28 U.S.C. § 1367. Service of process was properly made against  
8 Defendant.
- 9 2. Plaintiff is the owner or exclusive licensee of all rights in and to the copyright  
10 and trademark registrations listed in Exhibits “A” and “B,” attached hereto and  
11 incorporated herein by this reference, and the copyrights associated with the same  
12 (“Plaintiff’s Properties”).
- 13 3. Plaintiff has expended considerable resources in the creation and commercial  
14 exploitation of Plaintiff’s Properties on merchandise and in the enforcement of its  
15 intellectual property rights in Plaintiff’s Properties.
- 16 4. Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff’s  
17 Properties or substantially similar likenesses or colorable imitations thereof.
- 18 5. Plaintiff is entitled to, and shall recover from Defendant on Plaintiff’s  
19 Complaint for Defendant’s infringement, the sum of Twenty-Five Thousand Dollars  
20 (\$25,000.00).
- 21 6. This stipulated Final Judgment and Permanent Injunction may not be  
22 discharged via any foreign or domestic bankruptcy law. Defendant’s copyright and  
23 trademark infringement constituted willful and malicious injury to Plaintiff as  
24 contemplated by 11 U.S.C. § 523(a)(6).
- 25 7. Defendant and her agents, servants, employees, representatives, successors and  
26 assigns, and all persons, firms, corporations or other entities in active concert or  
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1 participation with her who receive actual notice of the Injunction are hereby restrained  
2 and permanently enjoined from:

3 a) Infringing Plaintiff’s copyrights and trademarks in Plaintiff’s Properties,  
4 either directly, contributorily, or vicariously, in any manner, including  
5 generally, but not limited to manufacturing, importing, distributing, advertising,  
6 selling, offering for sale, any unauthorized product which features any of  
7 Plaintiff’s Properties (“Unauthorized Products”), and, specifically:

8 i) Importing, manufacturing, distributing, advertising, selling, offering  
9 for sale, the Unauthorized Products or any other unauthorized  
10 products which picture, reproduce, copy or use the likenesses of or  
11 bear a substantial similarity to any of Plaintiff’s Properties;

12 ii) Importing, manufacturing, distributing, advertising, selling, offering  
13 for sale, renting or offering to rent in connection thereto any  
14 unauthorized promotional materials, labels, packaging or containers  
15 which picture, reproduce, copy or use the likenesses of or bear a  
16 confusing similarity to any of Plaintiff’s Properties;

17 iii) Engaging in any conduct that tends falsely to represent that, or is  
18 likely to confuse, mislead or deceive purchasers, Defendant’s  
19 customers and/or members of the public to believe, the actions of  
20 Defendant, the products sold by Defendant, or Defendant herself are  
21 connected with Plaintiff, are sponsored, approved or licensed by  
22 Plaintiff, or are affiliated with Plaintiff; or

23 iv) Affixing, applying, annexing or using in connection with the  
24 importation, manufacture, distribution, advertising, selling, offering  
25 for sale, or other use of any goods or services, a false description or  
26 representation, including words or other symbols, tending to falsely  
27 describe or represent such goods as being those of Plaintiff.  
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1 8. In the event of Defendant's default or failure to perform under the terms,  
2 conditions, or obligations required on her part to be performed pursuant to the terms  
3 of the Settlement Agreement or this Final Judgment and Permanent Injunction,  
4 Plaintiff is entitled to, and shall recover from Defendant, its actual attorneys' fees,  
5 costs and expenses incurred after the date hereof relative to or in connection with  
6 enforcing, executing on, collecting on or confirming this Judgment according to proof.  
7 The Court hereby retains jurisdiction to award such attorneys' fees, costs and  
8 expenses upon motion or application by Plaintiff or its counsel.

9 9. The Court shall retain jurisdiction of this action to entertain such further  
10 proceedings and to enter such further orders as may be necessary or appropriate to  
11 implement and enforce the provisions of this Final Judgment and Permanent  
12 Injunction.

13 10. This Injunction shall be deemed to have been served upon Defendant at the time  
14 of its execution by the Court.

15 11. The Court finds there is no just reason for delay in entering this Final Judgment  
16 and Permanent Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil  
17 Procedure, the Court directs immediate entry of this Final Judgment and Permanent  
18 Injunction against Defendant.

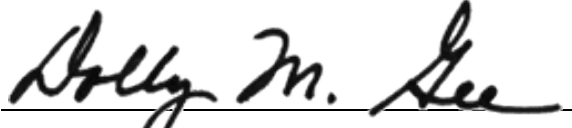
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1 12. Except as provided herein, all claims alleged in the Complaint are dismissed  
2 with prejudice.

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4 Dated: November 15, 2012

  
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6 DOLLY M. GEE  
United States District Judge

7  
8 Presented By:

9 J. Andrew Coombs, A Prof. Corp.

10 By: /s/ Nicole L. Drey  
11 J. Andrew Coombs  
Nicole L. Drey  
12 Attorneys for Plaintiff Sanrio, Inc.

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14 Zin Khone Mar Aye a/k/a Zin K. Aye a/k/a  
Zin Aye a/k/a Aye Zin Khinemar, an  
individual and d/b/a Silver KDA a/k/a Silver  
15 Silver a/k/a KDA Quality Silver and Jewelry

16 By: /s/ Zin Aye  
17 Zin Khone Mar Aye a/k/a Zin K. Aye  
a/k/a Zin Aye a/k/a Aye Zin  
18 Khinemar, an individual and d/b/a  
Silver KDA a/k/a Silver Silver a/k/a  
19 KDA Quality Silver and Jewelry  
20 Defendant, *in pro se*

**EXHIBIT A**

**SANRIO CO.'S COPYRIGHTED DESIGNS**

<b>Copyright Registration</b>	<b>Title of Work (Character)</b>	<b>Type of Work</b>
V Au 684-322	SANRIO 2005 CHARACTER GUIDE	Graphic Artwork
VA 1-303-874	CHARACTER MERCHANDISING	Collective work of artwork, text and photos
TX 3-769-888	SANRIO 1993 PRODUCT AND SALES PROMOTION CATALOG	Visual Material
VA 1-296-115	2004 – 100 CHARACTERS	Graphic Artwork
VA 811-440	BAD BADTZ MARU	Graphic Artwork
V Au 498-617	CHOCOCAT	Art original
VA 130-420	HELLO KITTY	Graphic Artwork
VA 636-579	KEROKEROKEROPPI	Sticker Book
VA 707-212	KEROKEROKEROPPI	Pictorial Cartoon Drawing
VA 246-421	LITTLE TWIN STARS	Stickers
VA 840-495	MONKICHI	Graphic Artwork
VA 130-419	MY MELODY, A BUNNY WITH HOOD	Graphic Artwork
VA 130-421	PATTY & JIMMY, A BOY AND GIRL WITH SCHOOL BOOKS	Graphic Artwork
VA 636-582	PEKKLE- AHIRU NO PEKKLE MINI STICKER BOOK	Graphic Artwork
VA 840-496	PICKE BICKE	Graphic Artwork
VA 636-580	POCHACCO	Sticker Book
VA 148-625	TUXEDO SAM, TUXEDO SAM GRAND REGATTA, SPIFFY'S THE COOLEST AND SPIFFY IS COOL STICKERS	Stickers
VA 840-494	WINKIPINKI	Graphic Artwork
VA 636-581	ZASHIKIBUTA	Stickers
VA 1-352-721	KEROPPI / LITTLE FROG...BIG SPLASH	Visual Material
V au 1-078-385	SANRIO 2010 CHARACTER GUIDE	Visual Material
VA 1-342-775	SANRIO 2002 HELLO KITTY STYLE GUIDE	Visual Material
VA 657-748	KOBUTA NO PIPPO	Visual Material
VA 1-342-774	SANRIO 2005 KEROPPI STYLE GUIDE	Visual Material
V au 655-028	THE RUNABOUTS - 2001	Visual Material
VA 1-416-374	TENORIKUMA(BLUE CAFE), MY MELODY(HEART),	Visual Material

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	KUROMI(KUROMI5), CHARMMY KITTY(RABBIT), HELLO KITTY(LOGO) EVERYDAY CAT.JUNE 2006	
VA 1-416-375	MASYUMARU(INTRO); CINNAMOROLL(SPORT); SUGARBUNNIES(DOUGHNUITS); CHARMMYKITTY(RABBIT); LITTLE TWIN STARS(STARS); HELLO KITTY(BEAR); EVERYDAY CATALOG JULY 2006	Visual Material
VA 1-370-020	PANDAPPLE(INTRO), FROOLIEMEW(FANCY), CHOCOCAT(DOT)/SANRIO 2005 PRODUCT CATALOG AUG NEW	Visual Material
VA 1-303-873	DOKIDOKI HOTDOG / THE CHILI PEPPER TRIO / CATALOG EVERYDAY 5 MAY 2003	Visual Material

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**EXHIBIT B**  
**SANRIO CO.'S TRADEMARKS**

<b>Trademark</b>	<b>Mark Drawing Code</b>	<b>Trademark Registration No.</b>	<b>Trademark Registration Date</b>
Chococat	Design Plus Words, Letters, and/or Numbers	2,842,707	5/18/04
Chococat	Design Plus Words, Letters, and/or Numbers	2,707,592	4/15/03
Chococat	Design Plus Words, Letters, and/or Numbers	2,705,164	4/8/03
Chococat	Design Plus Words, Letters, and/or Numbers	2,714,130	5/6/03
Chococat	Design Plus Words, Letters, and/or Numbers	2,952,043	5/17/05
Chococat	Design Plus Words, Letters, and/or Numbers	2,845,315	5/25/04
Hello Kitty	Design Only	1,200,083	7/6/82
Hello Kitty	Design Only	1,277,721	5/15/84
Hello Kitty	Typed Drawing	1,215,436	11/9/82
Hello Kitty	Typed Drawing	1,279,486	5/29/84
Hello Kitty	Typed Drawing	1,391,550	4/29/86
Hello Kitty	Design Only	1,370,105	11/12/85
Keroppi	Standard Character Mark	3,531,383	11/11/08
Keroppi	Standard Character Mark	3,181,350	12/5/06
Keroppi	Standard Character Mark	3,531,382	11/11/08
Keroppi	Standard Character Mark	3,181,349	12/5/06
Keroppi	Standard Character Mark	3,436,548	5/27/08



1	Keroppi	Standard Character Mark	3,181,348	12/5/06
2	Keroppi	Standard Character Mark	3,181,347	12/5/06
3	Keroppi	Standard Character Mark	3,449,938	6/17/08
4	Keroppi	Standard Character Mark	3,531,381	11/11/08
5	Keroppi	Standard Character Mark	3,531,380	11/11/08
6	Keroppi	Standard Character Mark	3,181,346	12/5/06
7	Keroppi	Standard Character Mark	3,423,288	5/6/08
8	Keroppi	Standard Character Mark	3,181,345	12/5/06
9	Little Twin Stars	Typed Drawing	1,341,864	6/18/85
10	Little Twin Stars	Typed Drawing	1,192,946	4/6/82
11	Little Twin Stars	Standard Character Mark	3,245,999	5/29/07
12	Little Twin Stars	Standard Character Mark	3,245,998	5/29/07
13	Little Twin Stars	Standard Character Mark	3,245,997	5/29/07
14	Little Twin Stars	Standard Character Mark	3,245,994	5/29/07
15	Little Twin Stars	Standard Character Mark	3,245,993	5/29/07
16	Little Twin Stars	Standard Character Mark	3,245,992	5/29/07
17	Little Twin Stars	Standard Character Mark	3,245,991	5/29/07
18	Monkichi	Standard Character Mark	3,699,381	10/20/09
19	My Melody	Typed Drawing	1,305,637	11/20/84
20	My Melody	Typed Drawing	1,210,192	9/28/82
21	Pekkle	Typed Drawing	2,053,346	4/15/97
22	Pochacco	Typed Drawing	2,236,507	4/6/99
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1	Pochacco	Typed Drawing	1,985,358	7/9/96
2	Sanrio	Design Plus Words, Letters, and/or Numbers	2,506,705	11/13/01
3	Sanrio	Typed Drawing	2,506,577	11/13/01
4	Sanrio	Design Plus Words, Letters, and/or Numbers	2,721,680	6/3/03
5	Sanrio	Design Plus Words, Letters, and/or Numbers	2,742,381	7/29/03
6	Sanrio	Design Plus Words, Letters, and/or Numbers	2,721,679	6/3/03
7	Sanrio	Design Plus Words, Letters, and/or Numbers	2,693,639	3/4/03
8	Sanrio	Design Plus Words, Letters, and/or Numbers	2,696,063	3/11/03
9	KEROKEROKEROPPI	Standard Character Mark	3,531,378	11/11/2008
10	KEROKEROKEROPPI	Standard Character Mark	3,531,376	11/11/2008
11	Bow	Design only	3,260,857	7/10/2007
12	Bow	Design only	3,359,800	12/25/2007
13	Bow	Design only	3,359,801	12/25/2007
14	Bow	Design only	3,272,377	7/31/2007
15	Bow	Design only	3,260,860	7/10/2007
16	Bow	Design only	3,362,512	1/1/2008
17	Bow	Design only	3,348,608	12/4/2008
18	Bow	Design only	3,249,704	6/5/2007
19	Bow	Design only	3,362,514	1/1/2008
20	Bow	Design only	3,359,799	12/25/2007
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Bow	Design only	3,260,858	7/10/2007
Bow	Design only	3,445,304	6/10/2008
Bow	Design only	3,260,859	7/10/2007
Bow	Design only	3,359,802	12/25/2007
Bow	Design only	3,260,861	7/10/2007
Bow	Design only	3,253,794	6/19/2007
Bow	Design only	3,260,862	7/10/2007
Outline of Hello Kitty	Design only	3,666,736	8/11/2009
Outline of Hello Kitty	Design only	3,756,724	3/9/2010
Outline of Hello Kitty	Design only	3,751,315	2/23/2010
Outline of Hello Kitty	Design only	3,868,138	10/26/2010
Outline of Hello Kitty	Design only	3,756,725	3/9/2010
Outline of Hello Kitty	Design only	3,666,736	8/11/2009
Outline of Hello Kitty	Design only	3,679,187	9/8/2009
Outline of Hello Kitty	Design only	3,865,208	10/19/2010