

1 M. John Carson (SBN 41285)  
 2 e-mail: jcarson@foley.com  
 3 **FOLEY & LARDNER LLP**  
 4 555 South Flower Street, Suite 3500  
 Los Angeles, CA 90071-2411  
 Telephone: 213.972.4500  
 Facsimile: 213.486.0065

5 Attorneys for Plaintiff  
 6 THE WINSFORD CORPORATION

7 **UNITED STATES DISTRICT COURT**  
 8 **CENTRAL DISTRICT OF CALIFORNIA**

9  
 10 THE WINSFORD CORPORATION

11 Plaintiff,

12 vs.

13 GLOBAL EQUIPMENT COMPANY INC.

14 Defendant.  
 15  
 16

Case No: CV12-03676 RSWL (PJWx)

**STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION**

Judge: Hon. Ronald S.W. Lew

Complaint Filed: April 27, 2012

17 WHEREAS, plaintiff The Winsford Corporation (“Winsford”) and  
 18 defendant Global Equipment Company Inc. (“GEC”) have entered into a  
 19 Settlement Agreement of all matters here in controversy and have agreed that all  
 20 claims asserted in this action should consequently be terminated with an injunction  
 21 against GEC,

22 IT IS HEREBY STIPULATED, by the parties, through their counsel, AND  
 23 IT IS HEREBY ORDERED, by this Court, that:

24 1. The Court has jurisdiction over the parties and the subject matter of the  
 25 dispute and the Settlement Agreement.

26 2. Winsford is the owner of a design (“Design Mark”), and that Design  
 27 Mark is protected by United States Trademark No. 1,682,820 and California  
 28

1 Registered Trademark No. 90,138 (“Trademark Registrations”). Winsford owns  
2 all right, title, and interest in the Design Mark and the Trademark Registrations.  
3 The Trademark Registrations are valid, enforceable, and subsisting.

4 3. GEC, its agents, servants, employees, affiliates, successors-in-interest and  
5 those in active concert or participation with any of them shall be, and hereby are  
6 permanently enjoined from using any design or mark that is identical to or  
7 confusingly similar to the Design Mark, including those designs specifically  
8 identified in the Complaint [Dkt. No. 1]. As part of this injunction:

- 9 (a) GEC shall not make, have made, use, import, offer for sale,  
10 advertise, sell or otherwise make available any product whose  
11 design is identical to or confusingly similar to the Design Mark;  
12 (b) GEC shall not assist or induce any other person or entity to make,  
13 have made, use, import, offer for sale, advertise, sell or otherwise  
14 make available any product whose design is identical to or  
15 confusingly similar to the Design Mark;  
16 (c) GEC shall replace the Accused Depictions on its website (as  
17 identified in the Complaint) with images such as those shown in  
18 **Exhibit A** hereto that make clear that the applicable products do  
19 not have a design that is confusingly similar to the Design Mark.

20 4. This Court shall retain jurisdiction to consider and determine any breach  
21 of the Settlement Agreement entered into between the parties hereto and those  
22 parties agree that any matter arising out of or relating to that Settlement Agreement  
23 shall be litigated in this Court.

24 IT IS SO ORDERED.

25 Dated: June 26, 2012

RONALD S.W. LEW

Hon. Ronald S.W. Lew

Senior, U.S. District Court Judge