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JS-6

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NOTE: CHANGES MADE BY THE COURT

6 *Attorneys for Plaintiff*  
 7 *Chrome Hearts, LLC*

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

11 CHROME HEARTS, LLC, a Delaware  
 12 Limited Liability Company,

Plaintiff,

vs.

14 SHARP FACTOR INTERNATIONAL,  
 15 INC., a California Corporation;  
 16 CHENGLONG XU, an individual; and  
 17 DOES 1-10, inclusive,

Defendants.

CASE NO. CV 12-6567 GHK (FFMx)

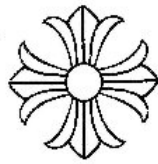
~~[PROPOSED]~~ CONSENT  
 JUDGMENT INCLUDING  
 PERMANENT INJUNCTION AND  
 VOLUNTARY DISMISSAL OF  
 ACTION WITHOUT PREJUDICE

Hon. George H. King

18 WHEREAS Plaintiffs **Chrome Hearts, LLC** and Defendants Sharp Factor  
 19 International, Inc. and Chenglong Xu have entered into a Settlement Agreement and  
 20 Mutual Release as to the claims in the above referenced matter. Defendants, having  
 21 agreed to consent to the below terms, it is hereby **ORDERED, ADJUDGED, and**  
 22 **DECREED** as among the parties hereto that:

- 23 1. This Court has jurisdiction over the parties to this Final Consent Judgment  
 24 and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.
- 25 2. Chrome Hearts is the owner of the word/mark “Chrome Hearts” and  
 26 various composite trademarks comprising the Chrome Hearts mark and assorted design  
 27 components (hereinafter collectively the “Chrome Hearts Marks”). Amongst the  
 28 Chrome Hearts Marks, the CH Plus Mark and the CH Cross Mark (depicted below) are

1 the most well recognized and serve as instant source identifiers for Chrome Hearts’  
2 products.



3  
4  
5  
6 **CH Plus Mark**



7 **CH Cross Mark**

8 Chrome Hearts owns several trademark registrations for both the CH Plus Mark and  
9 CH Cross Mark for various goods and services, including *but not limited to* U.S. Reg.  
10 Nos. 3,731,400 (for CH Plus Mark on eyewear) and 3,731,397 (for CH Cross Mark on  
11 eyewear).

12 3. In addition to owning numerous trademark registrations to the Chrome  
13 Hearts Marks, Plaintiff also owns several copyright registrations thereto, including the  
14 following: CH Cross Mark (U.S. Copyright Reg. No. VA 705-193) and the CH Plus  
15 Mark (“Cross # 4” of Reg. No. VA 705-233) (hereinafter collectively “Copyrighted  
16 Works”)

17 4. Plaintiff has alleged that Defendants, with one product or more, have  
18 violated Plaintiff’s rights in and to one or more of its trademarks and/or copyrighted  
19 works (collectively “Disputed Products”), and that said alleged infringing activities  
20 constitute trademark infringement, trademark dilution, copyright infringement and  
21 unfair competition under federal and state law.

22 5. Defendants and their agents, servants, employees and all persons in active  
23 concert and participation with them who receive actual notice of this Final Consent  
24 Judgment are hereby permanently restrained and enjoined from infringing upon  
25 Plaintiff’s trademarks either directly or contributorily in any manner, including:

26 (a) Manufacturing, purchasing, producing, distributing, circulating,  
27 selling, offering for sale, importing, exporting, advertising, promoting, displaying,  
28 shipping or marketing Disputed Products and/or any other products bearing a mark or

1 feature identical and/or confusingly similar to Plaintiff's Chrome Hearts' trademarks  
2 and/or copyrighted works;

3 (b) Delivering, holding for sale, returning, transferring or otherwise  
4 moving, storing or disposing in any manner the Disputed Products except as otherwise  
5 permitted by the parties Settlement Agreement;

6 (c) Using the Chrome Hearts Marks and/or Copyrighted Works or any  
7 reproduction, counterfeit, copy or colorable imitation thereof in connection with the  
8 manufacture, importation, distribution, advertisement, offer for sale and/or sale of  
9 merchandise comprising not the genuine products of Plaintiff, or in any manner likely  
10 to cause others to believe that Defendants' products are connected with Plaintiff or  
11 Plaintiff's genuine merchandise;

12 (d) Committing any other acts calculated to cause purchasers to believe  
13 that Defendants' products are Plaintiff's genuine merchandise or associated with  
14 Plaintiff in any way;

15 (e) Assisting, aiding or attempting to assist or aid any other person or  
16 entity in performing any of the prohibited activities referred to in Paragraphs 5(a) to  
17 5(d) above.

18 6. Plaintiff and Defendants shall bear their own costs and attorneys' fees  
19 associated with this action.

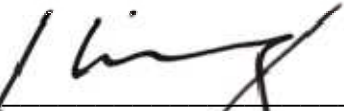
20 7. Without any admission of liability, the parties have entered into a  
21 Settlement Agreement in which Defendants are required to make payments over a  
22 period of time. Once Defendants have made all settlement payments, Plaintiff will file  
23 another Stipulation to Consent Judgment which dissolves this action with prejudice.  
24 However, until then, this action shall be resolved *without prejudice*. Plaintiff is  
25 permitted to re-open this matter if Defendants fail to comply with the terms of the  
26 parties' agreement.

27 8. The execution of this Consent Decree shall serve to bind and obligate the  
28 parties hereto. The jurisdiction of this Court is retained for the purpose of making any

1 further orders necessary or proper for the construction or modification of this Final  
2 Judgment, the enforcement thereof and the punishment of any violations thereof.

3  
4 **IT IS SO ORDERED.**

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7 DATED: 2/13, 2013



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Hon. George H. King  
United States District Judge