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9	UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA	
10	CENTKAL DISTR	ICI UF CALIFUKNIA
11	MUST WIN, INC., a California	Case No. 13-cv-01581-JLS-JPR
12	MUST WIN, INC., a California corporation; and URBAN EXPRESSIONS, INC., a California	
13	corporation,	FINAL JUDGMENT AND PERMANENT INJUNCTION
14	Plaintiff,	
15	V.	
16	LA DOUBLE 7, a California corporation; SHANG JING DING, an individual; DOES 1 through 5	
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18	Defendants.	
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	FINAL JUDGMENT AND PERMANENT INJUNCTION	
	Dockets.Justia.c	

WHEREAS, Plaintiffs Must Win, Inc. and Urban Expressions, Inc. (collectively, "Plaintiffs" or "Urban Expressions") are the exclusive and sole owner of the rights in various URBAN EXPRESSIONS marks in connection with making, marketing and selling high-quality, vegan and animal-free bags, including United States Trademark Registration Nos. 3,878,378 and 4,211,669 (collectively, the "URBAN EXPRESSIONS Mark");

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7 WHEREAS, Defendants LA Double 7, Inc. ("LA Double 7") and Shang 8 Jing Ding ("Ding") (jointly, severally and collectively "Defendants") obtained 9 Urban Expressions' branded bags from a Chinese distributor and falsely 10 represented, advertised, and/or offered to sell Urban Expressions bags under their own LA Double 7 name and mark (collectively, the "Infringing Products");

12 WHEREAS, a dispute has arisen between Urban Expressions and 13 Defendants in that Urban Expressions has alleged that Defendants' falsely representing, advertising, and/or offering to sell Urban Expressions bags under the 14 15 LA Double 7 name and mark violates Urban Expressions' rights in the URBAN 16 EXPRESSIONS Mark and constitutes, among other things, false designation of 17 origin and unfair competition;

18 WHEREAS, on or about March 5, 2013, Urban Expressions commenced the 19 above-captioned action ("Action") against Defendants, alleging, among other things, claims of trademark infringement, false designation of origin and unfair 20 21 competition;

22 WHEREAS, Urban Expressions and Defendants have reached a full and final settlement of the Action, which settlement was memorialized in a certain 23 24 document dated September 11, 2013 (the "Agreement"); and

25 WHEREAS, the Agreement provides, in pertinent part, that Defendants 26 consent to the entry of a permanent injunction enjoining Defendants from 27 removing, obliterating and/or covering or assisting others to remove, obliterate or 28 cover the URBAN EXPRESSIONS Mark from Urban Expression products and

using or assisting others to use any other mark, logo, name or designation on 2 Urban Expression products.

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NOW, THEREFORE, it is,

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ORDERED, ADJUDGED and DECREE that:

This Court has jurisdiction over the subject matter of this Action and 1. 6 over the parties hereto.

7 2. Urban Expressions is the owner of the URBAN EXPRESSIONS Marks, which are valid, enforceable, well-known and highly recognized. 8

9 Defendants engaged in reverse passing off by offering to sell Urban 3. 10 Expression products under another mark, logo, name or designation, such as the 11 LA Double 7 name and mark.

12 Each Defendant and its officers, members, principals, agents, 4. 13 servants, employees and all persons and entities in active concert or participation 14 with any of them, be and hereby are permanently restrained and enjoined from 15 engaging in violating Urban Expressions' rights with respect to the URBAN 16 EXPRESSIONS Marks, either directly or indirectly, in any manner, including:

17 distributing, circulating, advertising, marketing, promoting, (a) importing, exporting, displaying, shipping, offering for sale or selling Urban 18 19 Expression products under a mark, logo, name or designation that is not URBAN EXPRESSIONS, including, without limitation, the LA Double 7 name and mark; 20

21 (b) committing any other acts calculated to cause purchasers to 22 believe that Urban Expressions' genuine products are Defendants' products or 23 associated with either Defendant in any way; and

24 (c) assisting, aiding or attempting to assist or aid any other person 25 or entity in performing any of the prohibited activities referred to in Paragraphs 26 5(a) and 5(b) above.

27 5. Defendants are jointly and severally liable to Urban Expressions for 28 monetary compensation in the amount specified in the Agreement.

6. Each party shall bear its own costs, expenses, and attorneys' fees associated with this Action.

3 7. The execution of this Final Judgment shall serve to bind and obligate
4 the parties hereto.

8. The jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of this Final Judgment, the enforcement thereof and the punishment of any violations thereof. Except as otherwise provided herein, this Action is fully resolved in favor of Urban Expressions with prejudice as to Defendants.

9. After the Court has entered this Judgment, Urban Expressions shall
promptly provide a copy of it to Defendants, and Urban Expressions shall file with
the Court a proof of service thereof within ten (10) days thereafter.

Dated: October 22, 2013

Josephine L. Staton United States District Judge