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12 Attorney for all Defendants

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

<p>15 Burberry Limited (a United Kingdom 16 corporation) and Burberry Limited (a New York corporation),</p> <p style="text-align: center;">17 Plaintiffs,</p> <p style="text-align: center;">18 vs.</p> <p>19 K-1, Inc. d/b/a K1 Fashion a/k/a K One 20 Fashion a/k/a K 1 Fashions a/k/a K1 Fashionwear a/k/a Reckless / K. Fashion 21 a/k/a K1 Men’s Fashions, et al.</p> <p style="text-align: center;">22 Defendants.</p>	<p>) Case No. CV13-4836 FMO (FFMx)</p> <p>) PERMANENT INJUNCTION AND DISMISSAL WITH PREJUDICE</p>
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23 The Court, having read and considered the Joint Stipulation for Entry of
 24 Permanent Injunction and Dismissal with Prejudice that has been executed on behalf
 25 of Plaintiffs Burberry Limited (a United Kingdom corporation) and Burberry Limited
 26 (a New York corporation) (collectively “Burberry”), on the one hand, and Defendants
 27 K-1, Inc., Bijan Zarrabi, Tirdad Ariavand, individually, and dba US Pulse, and ZMZ
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1 Trading, Inc. (collectively “Defendants”), on the other hand, and good cause
2 appearing therefore, hereby:

3 ORDERS that this Permanent Injunction shall be and is hereby entered in the
4 within action as follows:

5 1) This Court has jurisdiction over the parties to this action and over the subject
6 matter hereof pursuant to 17 U.S.C. § 101 et seq., 17 U.S.C. § 501, 28 U.S.C. §§ 1331
7 and 1338, and 28 U.S.C. § 1367. Service of process was properly made against
8 Defendants.

9 2) Burberry is the owner of all rights in and to the trademark registrations listed in
10 Exhibit “A,” attached hereto and incorporated herein by this reference (the “Burberry
11 Trademarks”).

12 3) Burberry has expended considerable resources in the creation and commercial
13 exploitation of the Burberry Trademarks on merchandise and in the enforcement of its
14 intellectual property rights in the Burberry Trademarks.

15 4) Burberry has alleged that Defendants have made unauthorized uses of the
16 Burberry Trademarks or substantially similar likenesses or colorable imitations
17 thereof.

18 5) Defendants and their agents, servants, employees and all persons in active
19 concert and participation with them who receive actual notice of the injunction are
20 hereby restrained and enjoined from:

21 a) Infringing the Burberry Trademarks, either directly or contributorily, in
22 any manner, including generally, but not limited to manufacturing, importing,
23 distributing, advertising, selling, offering for sale, any unauthorized product
24 which features any of the Burberry Trademarks (“Unauthorized Products”),
25 and, specifically:

26 i) Importing, manufacturing, distributing, advertising, selling, offering
27 for sale, the Unauthorized Products or any other unauthorized
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1 products which picture, reproduce, copy or use the likenesses of or
2 bear a substantial similarity to any of the Burberry Trademarks;

3 ii) Importing, manufacturing, distributing, advertising, selling, offering
4 for sale, renting or offering to rent in connection thereto any
5 unauthorized promotional materials, labels, packaging or containers
6 which picture, reproduce, copy or use the likenesses of or bear a
7 confusing similarity to any of the Burberry Trademarks;

8 iii) Engaging in any conduct that tends falsely to represent that, or is
9 likely to confuse, mislead or deceive purchasers, Defendants'
10 customers and/or members of the public to believe, the actions of
11 Defendants, the products sold by Defendants, or Defendants
12 themselves are connected with Burberry, are sponsored, approved or
13 licensed by Burberry, or are affiliated with Burberry; or

14 iv) Affixing, applying, annexing or using in connection with the
15 importation, manufacture, distribution, advertising, selling, offering
16 for sale, or other use of any goods or services, a false description or
17 representation, including words or other symbols, tending to falsely
18 describe or represent such goods as being those of Burberry.

19 6) Each side shall bear its own fees and costs of suit.

20 7) Except as provided herein, all claims alleged in the Complaint are dismissed
21 with prejudice.

22 8) This Injunction shall be deemed to have been served upon Defendants at the
23 time of its execution by the Court.

24 9) The Court finds there is no just reason for delay in entering this Injunction and,
25 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
26 immediate entry of this Injunction against Defendants.
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1 10) The Court shall retain jurisdiction of this action to entertain such further
2 proceedings and to enter such further orders as may be necessary or appropriate to
3 implement and enforce the provisions of this Injunction and the parties' Settlement
4 Agreement.

5 11) The above-captioned action, shall, upon motion by Burberry, be reopened
6 should Defendants default under the terms of this Injunction or their Settlement
7 Agreement with Burberry.

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9 Dated: May 5, 2014

10 _____/s/
11 Hon. Fernando M. Olguin
12 United States District Judge

13 Presented By:

14 J. Andrew Coombs, A Prof. Corp.



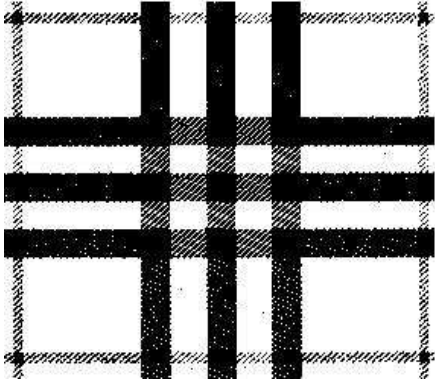
15 By: _____/s/
16 J. Andrew Coombs
17 Annie S. Wang
18 Attorneys for Plaintiffs Burberry Limited
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26 individually and dba US Pulse, and ZMZ Trading, Inc.

EXHIBIT A

A Select* Listing of Burberry's Trademarks

Registered Mark	U.S. Registration Nos.
<p>The BURBERRY work mark:</p>  <p>The logo consists of the word "BURBERRY" in a bold, serif, all-caps font.</p>	<p>259,571 260,843 510,077 1,133,122 1,607,316 1,828,277 2,624,684 2,629,931 2,875,336 3,879,249</p>
<p>The BURBERRY CHECK trademark:</p>  <p>The trademark is a square plaid pattern with a grid of intersecting lines in brown, tan, and red colors.</p>	<p>1,241,222 1,855,154 2,022,789 2,015,462 2,689,921 2,845,852 3,529,814</p>
<p>The BURBERRY CHECK (no color designation) trademark:</p>  <p>The trademark is a square plaid pattern with a grid of intersecting lines in black and white colors.</p>	<p>2,612,272 2,732,617 2,728,709</p>

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The EQUESTRIAN KNIGHT DEVICE
trademark:



862,816
863,179
1,622,186
2,952,399
2,512,119
3,766,097

*Burberry Limited has its trademarks registered in all major markets, not necessarily included in the chart above.