

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

JS 6

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

CHRIS HORGAN, an individual,)	CASE No. 13-CV-06099-DSF
)	(JCGx)
Plaintiff,)	JUDGMENT
v.)	
MAURICIO IRAGORRI, an individual;)	
and BEATROPOLIS MUSIC, LLC, a)	
California Limited Liability Company,)	
Defendants.)	
)	
)	
)	
)	
)	
)	

This action having commenced on August 20, 2013 by the filing of the Complaint and issuance of the Summons, and copies of the Summons and Complaint having been served on September 12, 2013 with respect to Defendant Mauricio Iragorri (“Iragorri”), and on October 27, 2013 with respect to Defendant Beatropolis Music, LLC (“Beatropolis Music”) and the above Defendants not having appeared, answered or made any motion with respect to the Complaint, and the time for answering or otherwise responding to the Complaint having expired, and the Court having reviewed all of the pleadings and papers on file in this action,

1 Now on motion of Plaintiff,

2 IT IS ORDERED, ADJUDGED, AND DECREED that final judgment in
3 favor of Plaintiff Chris Horgan (“Horgan”) and against Defendants Irigorri and
4 Beatropolis Music is granted and ordered as follows:

5 1. That Defendants, their officers, agents, servants, employees and
6 attorneys, and those persons in active concert or participation with any of them,
7 who receive actual notice of this judgment by personal service or otherwise, are
8 permanently enjoined and restrained from infringing on the BEATROPOLIS mark,
9 either directly or contributorily, in any manner, including but not limited to:

10 (a) using the BEATROPOLIS name, or a reproduction, counterfeit, copy,
11 colorable imitation, or substantially or confusingly similar variation thereof, in
12 connection with the manufacture, distribution, publication, sale, marketing or
13 promotion of sound recordings or related goods or services;

14 (b) representing that Defendants have any association or connection with
15 BEATROPOLIS;

16 (c) otherwise infringing Horgan’s trademark rights in his
17 BEATROPOLIS property;

18 (d) otherwise unfairly competing with Horgan with respect to his rights in
19 and to his BEATROPOLIS property by engaging in conduct that is likely to cause
20 confusion, or to cause mistake, or to give the public a false impression with respect
21 to any possible connection between BEATROPOLIS and Defendants;

22 (e) authorizing, aiding, or abetting any person or entity to do any of the
23 foregoing.

24 2. That Defendants file with this Court and serve on Horgan in
25 accordance with 15 U.S.C. Section 1116, within thirty (30) days after service on

1 Defendants of this Judgment, a report in writing and under oath, setting forth in
2 detail the manner and form in which Defendants have complied with this
3 Judgment.

4 3. That Defendants destroy all items in their possession bearing the
5 BEATROPOLIS mark, in accordance with 15 U.S.C. Section 1118.

6 4. That the Director of the United States Patent & Trademark Office
7 cancel U.S. Trademark Registration No. 4,230,250 for the BEATROPOLIS
8 trademark in accordance with the Court's finding of fraud on the Trademark office
9 by Defendant Iragorri.

10 5. That Defendants pay to Horgan his costs and his reasonable attorney's
11 fees in the sum of \$12,239.08 under 15 U.S.C. Section 1117(a).

12 6. That this Court retains jurisdiction of the parties for the purpose of
13 any proceedings to enforce this Judgment and the injunction.

14
15 DATED: 1/7/14



16 By: _____

17 Dale S. Fischer
18 United States District Judge
19
20
21
22
23
24
25