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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CHROME HEARTS LLC, a Delaware  
Limited Liability Company,

Plaintiff,

vs.

BLACK JACKAL DESIGNS LIMITED  
dba DOGSTONE LONDON; and DOES  
1-10, inclusive,

Defendants.

CASE NO. 2:14-CV-06800-JAK (PLAx)

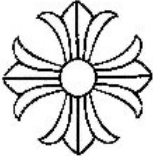

**ORDER RE CONSENT JUDGMENT  
INCLUDING PERMANENT  
INJUNCTION AND VOLUNTARY  
DISMISSAL OF ACTION WITH  
PREJUDICE**

**JS-6**

**WHEREAS, Plaintiff Chrome Hearts LLC** (“Chrome Hearts”) has filed a  
Complaint in this action charging **Defendant Black Jackal Designs Limited dba  
Dogstone London** (“Dogstone) with Trademark Infringement, False Designations of  
Origin, Unfair Competition under federal, state, and common law arising from  
Dogstone’s manufacture, production, distribution, promotion, advertisement, offering  
for sale, and/or sale of products bearing a mark that Chrome Hearts alleges to be  
substantially indistinguishable/nearly identical to one or more of the Chrome Hearts  
Marks; and

**WHEREAS,** Chrome Hearts is the owner of the word mark “CHROME  
HEARTS” and various composite trademarks comprising said mark and assorted

1 design components, including those shown below (hereinafter collectively the  
2 “Chrome Hearts Marks”); and

Mark	U.S. Registration No(s).	Goods/Services
 CH Plus Mark	3,385,449	Jewelry, namely, bracelets, rings, watch bands, necklaces and lighters made of precious metals
	3,365,408	Retail store services in the field of jewelry, clothing, handbags, eyewear, home furnishings, bed linen and toys.
 CH Cross Mark	3,605,860	Jewelry, namely, rings, earrings, pendants, necklaces, bracelets, cuff bracelets, cuff links, watch bracelets and key rings made of precious metals

15 **WHEREAS**, the parties herein have simultaneously entered into a Settlement  
16 Agreement and Mutual Release; and

17 **WHEREAS**, the parties hereto desiring to fully settle all the claims in this  
18 action among the parties to this Final Judgment; and

19 **WHEREAS**, Dogstone has agreed to consent to the below terms of a permanent  
20 injunction, **IT IS HEREBY ORDERED** that:

21 1. This Court has jurisdiction over the parties to this Final Consent Judgment  
22 and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

23 2. Dogstone and its agents, servants, employees and all persons in active  
24 concert and participation with it who receive actual notice of this Final Consent  
25 Judgment are hereby permanently restrained and enjoined from:

26 (a) Manufacturing, purchasing, producing, distributing, circulating,  
27 selling, offering for sale, importing, exporting, advertising, promoting, displaying,  
28 shipping, marketing and/or incorporating in advertising or marketing any products that

1 bear the Chrome Hearts Marks, and/or marks/designs identical, substantially  
2 indistinguishable, and/or confusingly similar thereto in the United States and  
3 worldwide;

4 (b) Delivering, holding for sale, returning, transferring or otherwise  
5 moving, storing or disposing in any manner any products that bear the Chrome Hearts  
6 Marks, and/or any marks/designs identical, substantially indistinguishable, and/or  
7 confusingly similar thereto in the United States and worldwide, except as otherwise  
8 provided in the parties' confidential written Settlement Agreement;

9 (c) Knowingly assisting, aiding or attempting to assist or aid any other  
10 person or entity in performing any of the prohibited activities referred to in Paragraphs  
11 2(a) to 2(c) above.


12 3. Chrome Hearts and Dogstone shall bear their own costs and attorneys'  
13 fees associated with this action.

14 4. The execution of this Final Consent Judgment shall serve to bind and  
15 obligate the parties hereto. However, dismissal with prejudice of this action shall not  
16 have preclusive effect on those who are not a party to this action or who are not  
17 specifically released in the parties' written settlement agreement, all claims against  
18 whom Chrome Hearts expressly reserves.

19 5. The jurisdiction of this Court is retained for the purpose of making any  
20 further orders necessary or proper for the construction or modification of this Final  
21 Consent Judgment, the enforcement thereof and the punishment of any violations  
22 thereof. Except as otherwise provided herein, this action is fully resolved with  
23 prejudice.

24  
25 **IT IS SO ORDERED.**

26  
27 DATED: March 26, 2015

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Hon. John A. Kronstadt  
United States District Judge