

1 Brent H. Blakely (SBN 157292)
 2 bblakely@blakelylawgroup.com
 3 Cindy Chan (SBN 247495)
 4 cchan@blakelylawgroup.com
 5 **BLAKELY LAW GROUP**
 6 1334 Parkview Avenue, Suite 280
 7 Manhattan Beach, California 90266
 8 Telephone: (310) 546-7400
 9 Facsimile: (310) 546-7401

10 *Attorneys for Plaintiffs*
 11 *E-Hose Technologies LLC and*
 12 *PhD Marketing, Inc.*

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

15 E-HOSE TECHNOLOGIES LLC, a
 16 California Limited Liability Company; and
 17 PhD MARKETING, INC., a California
 18 Corporation,

19 Plaintiff,

20 v.



21 PRIMECO WHOLESALE, INC., a
 22 California Corporation; NOR KHALIL
 23 HADDAD, an individual; BOSS
 24 WHOLESALE CORPORATION; a New
 25 Jersey Corporation; J&L WHOLESALE
 26 DISTRIBUTORS, a Pennsylvania
 27 Corporation, and DOES 1-10, inclusive,

28 Defendants.

CASE NO. 2:14-CV-08600-R-AS

**ORDER RE PERMANENT
 INJUNCTION AND VOLUNTARY
 DISMISSAL OF DEFENDANTS
 PRIMECO WHOLESALE, INC. and
 NOR KHALIL HADDAD**

29 **WHEREAS, Plaintiffs PhD Marketing, Inc. and E-Hose Technologies LLC,**
 30 (collectively “Plaintiffs”) having filed a Complaint in this action charging **Defendants**
 31 **PrimeCo Wholesale Inc. and Nor Khalil Haddad** (collectively “Defendants”) with
 32 Trademark Infringement, False Designations of Origin, and Unfair Competition under
 33 federal, state, and common law arising from Defendants’ manufacture, production,
 34 distribution, promotion, advertisement, offering for sale, and/or sale of electronic
 35 hookahs bearing counterfeit reproductions of the E-Hose Marks shown below;

Trademark	U.S. Reg./Serial No.	Class(es)/Goods
E-HOSE	4,463,945	Chemical flavorings in liquid form contained within a cartridge used to refill electronic cigarettes
E-HOSE	4,456,664	Cigarette tubes; Electric cigarettes; Electronic cigarette refill cartridges sold empty; Electronic cigars; Electronic hookahs; Hookah parts, namely, tube and hose; Hookah tobacco; Hookahs; Smokeless cigarette vaporizer pipe; Smoker's articles, namely, hookah charcoal.
	4, 005,820	Electric cigarettes ; Electric cigars ; Electric smoking pipes.
	85/831231	Electric cigarettes; Electronic cigarettes; Electronic cigars; Electronic hookahs

WHEREAS, the parties herein having simultaneously entered into a Settlement Agreement and Mutual Release; and

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

WHEREAS, Defendants have agreed to consent to the below terms of a permanent injunction without any admission of wrongdoing, **IT IS HEREBY ORDERED** that:

1 1. Defendants and their agents, servants, employees and all persons in active
2 concert and participation with it who receive actual notice of this Consent Judgment
3 are hereby permanently restrained and enjoined from:

4 (a) Manufacturing, importing, advertising, marketing, promoting,
5 supplying, distributing, offering for sale, or selling infringing products that bear the E-
6 Hose Marks, or any other marks identical and/or confusingly similar thereto;

7 (b) Delivering, holding for sale, returning, transferring or otherwise
8 moving, storing or disposing in any manner products that bear the E-Hose Marks
9 except as otherwise provided in the parties' confidential written Settlement
10 Agreement;

11 (c) Engaging in any other activity constituting unfair competition with
12 Plaintiffs, or acts and practices that deceive consumers, the public, and/or trade with
13 respect to the use of designations and designs of Plaintiffs;

14 (d) Engaging in other activity that will dilute the distinctiveness of the
15 E-Hose Marks;

16 (e) Committing any other act which falsely represents or which has the
17 effect of falsely representing that the goods and services of Defendant are licensed by,
18 authorized by, offered by, produced by, or in any other way associated with Plaintiffs;

19 (f) Knowingly assisting, aiding or attempting to assist or aid any other
20 person or entity in performing any of the prohibited activities referred to in Paragraphs
21 2(a) to 2(e) above.

22 **WHEREAS**, Plaintiffs and Defendants have further agreed as follows, **IT IS**
23 **HEREBY FURTHER ORDERED** that:

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

26 3. Plaintiffs and Defendants shall bear their own costs and attorneys' fees
27 associated with this action.

1 4. This action is hereby dismissed with prejudice as to Defendants PrimeCo
2 Wholesale Inc. and Nor Khalil Haddad only. Such dismissal shall not have preclusive
3 effect on any other Defendants or those who are not specifically released in the parties'
4 written settlement agreement, all claims against whom Plaintiffs expressly reserve.

5 5. The jurisdiction of this Court is retained for the purpose of making any
6 further orders necessary or proper for the construction or modification of this Consent
7 Judgment, the enforcement thereof and the punishment of any violations thereof.
8 Except as otherwise provided herein, this action is fully resolved with prejudice as to
9 Defendants PrimeCo Wholesale Inc. and Nor Khalil Haddad only.

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13 DATED: June 8, 2015

By: 

Hon. Manuel Real
United States District Judge