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 PAUL SMITH

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

13 PURETEK CORPORATION,
 14 a California Corporation,

16 Plaintiff,

18 v.

19 PATCHWERX LABS, INC. a
 Delaware corporation, PAUL SMITH,
 20 an individual, GULF COAST
 21 PHARMACEUTICALS PLUS, LLC, a
 Mississippi Limited Liability Company,
 22 SAFE CHAIN SOLUTIONS, LLC, a
 23 Maryland Limited Liability Company,
 and MAXIMED, A New York
 24 Corporation,

26 Defendants.

Case No. 2:15cv07044 MMM (JPR)

~~PROPOSED~~ ORDER RE:
 STIPULATED PERMANENT
 INJUNCTION

Judge: Hon. Margaret M. Morrow

Filed: September 4, 2015

1 WHEREAS, Plaintiff PURETEK CORPORATION (“PURETEK”) having
2 filed its First Amended Complaint herein on September 24, 2015 (the “FAC”),
3 demanding, *inter alia* a Permanent Injunction and an Accounting, and Defendants
4 PATCHWERX LABS, INC. ("PATCHWERX ") and Paul Smith, having a deadline
5 to respond to the FAC by October 16, 2015, and all parties having consented to the
6 entry of a Permanent Injunction in favor of Plaintiff and against Defendant, with the
7 consent being set forth hereunder;

8 WHEREAS, the FAC in this matter alleges claims of federal Trademark
9 Infringement arising under the Lanham Act, including Trademark Infringement,
10 False Designation Of Origin and Dilution Of Trademark, Common Law Trademark
11 Infringement in addition to claims for Unfair Business Practices, Injunctive Relief
12 (Cal. Bus. & Prof. Code §§ 17200 Et Seq.), Common Law Unfair Competition; and
13 Unjust Enrichment;

14 WHEREAS, PURETEK contends that its DERMACIN, DERMACINRx and
15 PENETRAL Trademarks ("DERMACIN Rx Marks"), as applied to skin care
16 products and otherwise, are distinctive and have become well-known to members of
17 the consuming public, both within and outside of the United States, such that the
18 have become unique and valuable as collector's items, which the consuming public
19 associates and identifies with PURETEK;

20 WHEREAS, PURETEK contends PURETEK is entitled to exclusive use of
21 its DERMACIN Rx Marks;

22 WHEREAS, the parties seek early settlement of this matter in such a way to
23 minimize any risk of harm to PURETEK’s rights in the DERMACIN Rx Marks;

24 THEREFORE, and without admitting any wrongdoing by PATCHWERX,
25 and to avoid the possibility of infringement of the DERMACIN Rx Marks, the
26 parties hereby stipulate, through their respective counsel of record, that a permanent
27 injunction be entered, as follows:
28

1 **PERMANENT INJUNCTION**

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3 1. IT IS HEREBY ORDERED THAT defendant PATCHWERX, and
4 each of its successors, assigns, agents, servants, shareholders, officers, directors,
5 employees, and attorneys, and all other persons and/or entities acting in concert, or
6 participation with any of them who receive actual or constructive notice or
7 knowledge of this Injunction, are perpetually ordered and restrained and enjoined
8 from:

9 A. Directly or indirectly manufacturing (or causing a third-party to
10 manufacture), selling, distributing, advertising or promoting the complained of
11 DermaSilkRx products and/or using the DERMACINRx Mark in any manner
12 whatsoever in PATCHWERX's website catalogs, and all other printed promotional
13 materials of any type or nature whatsoever.

14 2. IT IS FURTHER ORDERED that PATCHWERX, shall forthwith cause
15 all catalogs and all other printed promotional materials of any type or nature
16 whatsoever in existence as of the date hereof to be annotated so as to indicate clearly
17 and unequivocally that DermaSilkRx products are no longer available for purchase
18 from PATCHWERX and that PATCHWERX has removed the DERMACINRx and
19 PENTETRAL names from its marketing and regulatory filings as to the complained
20 of DermaSilkRx products.

21 3. IT IS FURTHER ORDERED that each Party shall bear its/her/his own
22 attorneys' fees and costs incurred in this matter.

23 4. IT IS FURTHER ORDERED that this Court shall retain jurisdiction
24 over the enforcement of this injunction as the ends of justice may require.

25 5. IT IS FURTHER ORDERED that Defendants PATCHWERX and Paul
26 Smith shall have through November 16, 2015 to respond to the FAC.
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