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

**THE RAG PLACE, INC.**, a  
California Corporation

Plaintiff,

vs.

**LOS ANGELES RAG HOUSE,  
INC.**, a California Corporation, a  
California corporation

Defendant,

**CASE NO. 2:16-cv-06582-RGK-SK**

**STIPULATED PERMANENT  
INJUNCTION AND DISMISSAL  
WITH PREJUDICE (DKT. 40)**

1           BASED UPON THE PARTIES’ STIPULATION AND FOR GOOD CAUSE

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3           SHOWN, IT IS HEREBY ORDERED AND ADJUDGED:

4           1.       This Court has jurisdiction over Defendant Los Angeles Rag House,

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6           Inc. (“LARH”) and the subject matter of this action under 28 U.S.C §§ 1331 and

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8           1338(a). Venue is proper in this Court pursuant to 28 U.S.C §§ 1391(b) and (c).

9           2.       **For purposes of this case**, Plaintiff The Rag Place, Inc. (“TRP”) is the

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11           owner of all rights, titles, and interests in and to the ULTRABOUNCE® trademark,

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13           the KNOCKOUT® trademark, and the MAGIC CLOTH™ trademark (collectively

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15           “Trademarks-at-Issue”).

16           3.       LARH agrees not to contest the validity and enforceability of the

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18           Trademarks-at-Issue.

19           4.       Effective as of the date this Stipulated Permanent Injunction and

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21           Dismissal with Prejudice (“Stipulated Consent Judgment”) is entered by the Court,

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23           LARH and its subsidiaries, affiliates, officers, directors, agents, servants,

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25           employees, successors and assigns, and all other persons and organizations in active

26           concert or participation with any of the foregoing, are hereby permanently enjoined

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28           and restrained from engaging in any of the following activities:

1 (a) importing, exporting, manufacturing, marketing, advertising,  
2 offering for sale or rent, selling, and renting out any product that infringes the  
3 Trademarks-at-Issue;  
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5  
6 (b) otherwise infringing any the Trademarks-at-Issue; and  
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8 (c) assisting, aiding, or abetting any other person or business entity  
9 in engaging in or performing any of the activities referred to in subparagraphs (a)  
10 and (b) above.  
11

12  
13 5. TRP and LARH shall bear their own costs and attorney fees.

14  
15 6. This Stipulated Consent Judgment constitutes a final judgment  
16 concerning the subject matter of this action as between TRP and LARH.  
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18 7. TRP and LARH waive any right to appeal from this Stipulated  
19 Consent Judgment.  
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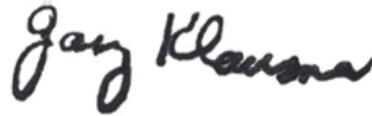
21 8. Upon entry of this Stipulated Consent Judgment, *Case No. 2:16-cv-*  
22 *06582-RGK-SK* is dismissed with prejudice, provided, however, that this Court  
23 shall retain jurisdiction to enforce the terms and provisions of this Stipulated  
24 Consent Judgment and the terms of the parties' Settlement Agreement.  
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9. The Court dismisses the matter with prejudice; however, upon application by either party, the Court may reopen the matter for the limited purpose of enforcing the parties' Settlement Agreement.

SO ORDERED AND ADJUDGED:

Dated: August 22, 2017



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Honorable R. Gary Klausner  
United States District Judge