

1 TUCKER ELLIS LLP
 2 Howard A. Kroll - SBN 100981
 3 howard.kroll@tuckerellis.com
 4 515 South Flower Street
 5 Forty-Second Floor
 6 Los Angeles, CA 90071-2223
 7 Telephone: 213.430.3400
 8 Facsimile: 213.430.3409

JS-6

9 Attorneys for Plaintiff
 10 TACORI ENTERPRISES

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

13 TACORI ENTERPRISES
 14 Plaintiff,
 15 v.
 16 C. GONSHOR'S FINE JEWELRY, INC.
 17 Defendant.

18 Case No. 2:16-cv-08134
 19 **CONSENT JUDGMENT AND**
 20 **PERMANENT INJUNCTION**
 21 **AGAINST C. GONSHOR'S FINE**
 22 **JEWELRY, INC.**

23 Plaintiff Tacori Enterprises ("Tacori"), and Defendant C. Gonshor's Fine Jewelry,
 24 Inc. ("Gonshor"), agree to the entry of this Consent Judgment and Permanent Injunction
 25 against Gonshor.

26 Therefore, it is hereby ORDERED, ADJUDGED and DECREED as follows:

27 1. This case is a civil action arising under the Trademark and Copyright the
 28 Laws of the United States, 15 U.S.C. §§ 1051, *et seq.* and 17 U.S.C. §§ 101, *et seq.*,
 respectively. This Court has subject matter jurisdiction over these claims under 15
 U.S.C. § 1121, 17 U.S.C. § 501 and 28 U.S.C. §§ 1331 and 1338(a).

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and 1400(a).

3. Tacori is a California corporation with its principal place of business at 1736
 Gardena Avenue, Glendale, California.

TUCKER ELLIS LLP
 Cleveland ♦ Columbus ♦ Denver ♦ Los Angeles ♦ San Francisco

1 4. Gonshor has its principal place of business at 640 So. Hill Street, Room
2 A546, Los Angeles, CA 90014.

3 5. For over 35 years, Tacori has been an innovator in the design, creation, and
4 marketing of fine jewelry. Tacori designs its own jewelry and has created exclusive
5 collections from only top quality platinum and 18 or 22 karat gold.

6 6. Tacori owns United States Trademark Registration No. 3,728,425 (the
7 “TACORI TRADEMARK”) for jewelry which incorporates the same distinctive design
8 as follows: “the appearance of two essentially concentric rings, with one of the rings
9 having a larger diameter than the other. Embedded between the rings are repeating semi-
10 circles or arcs which appear contiguous to each other. A space is created between the
11 contiguous semi-circles or arcs.” A copy of Trademark Registration No. 3,728,425 is
12 attached to this Judgment as Exhibit A.

13 7. The TACORI TRADEMARK is valid, strong, enforceable and widely
14 known and recognized among jewelers and consumers throughout the United States.

15 8. The TACORI TRADEMARK is unique and distinctive and, as such,
16 designates a single source of origin.

17 9. As a result of Tacori’s extensive and exclusive use, the TACORI
18 TRADEMARK has developed extensive goodwill in the market and is extremely
19 valuable to Tacori. Tacori expends substantial effort and expense to protect the TACORI
20 TRADEMARK and its distinctiveness in the marketplace.

21 10. At all relevant times, Tacori complied in all respects with the Copyright
22 Acts, 17 U.S.C. § 101, *et seq.*, and secured the exclusive rights and privileges in and to
23 the copyrights of U.S. Copyright Registrations for the Tacori Crescent Jewelry
24 (collectively the “TACORI COPYRIGHTS”). A list of the TACORI COPYRIGHTS is
25 attached to this Judgment as Exhibit B.

26 11. The TACORI COPYRIGHTS are valid, strong and enforceable.

27 12. Gonshor and Gonshor’s officers, directors, employees, representatives,
28 agents, successors-in-interest, parent corporations, subsidiary corporations, legal entities

1 or persons controlled by Gonshor, and all other persons who are in active concert or
2 participation with them, are hereby permanently enjoined from:

3 a. Copying or making unauthorized use of, or engaging in any
4 unauthorized distribution of products protected by the TACORI TRADEMARK or
5 rings that are confusingly similar to the TACORI TRADEMARK;

6 b. Copying or making unauthorized use of, or engaging in any
7 unauthorized distribution of products protected by the TACORI COPYRIGHTS or
8 rings that are substantially similar to the TACORI COPYRIGHTS

9 c. Selling, distributing, advertising, manufacturing or purchasing any
10 and all variants within Gonshor Ring Style No. 7237 (the “Gonshor Ring”) or any
11 ring substantially similar to the Gonshor Ring; and

12 d. Knowingly assisting, aiding or abetting any other person or business
13 entity in engaging in or performing any of the activities referred to in
14 subparagraphs 12(a) through 12(b) above.

15 13. Within thirty days of the date of this Order, Gonshor shall destroy all of the
16 Gonshor Rings in its possession.

17 14. The parties waive notice of entry of this Consent Judgment and Permanent
18 Injunction and the right to appeal therefrom or to test its validity and consent to its
19 immediate entry in accordance with its terms. This Court expressly retains jurisdiction
20 over this matter to enforce, implement or construe this Consent Judgment and Permanent
21 Injunction.

22
23 SO ORDERED.

24
25 DATED: December 28, 2016

26
27
28

United States District Judge

1 The individuals executing this Consent Judgment and Permanent Injunction
2 represent or confirm that they are duly authorized to do so, and are similarly authorized to
3 bind their respective clients to this Consent Judgment and Permanent Injunction.

4
5 CONSENTED TO:

6
7
8 Dated: December 27, 2016

TUCKER ELLIS, LLP

9
10
11 By: /s/Howard A. Kroll
12 Howard A. Kroll
13 Attorneys for Plaintiff
14 TACORI ENTERPRISES

15 Dated: December 27, 2016

LAW OFFICES OF LEON SMALL

16
17
18 By: /s/Leon Small*
19 Leon Small
20 Attorneys for Defendant
21 C. GONSHOR'S FINE
22 JEWELRY, INC.

23 *Pursuant to Local Rule 5-4.3.4(a)(2), the filing party attests that Defendant's counsel
24 concurs in the content of this Consent Judgment and Permanent Injunction and has
25 authorized its filing with his electronic signature.
26
27
28