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JS-6

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

PACKAGING SYSTEMS, INC.,
Plaintiff,
vs.
PRC-DESOTO INTERNATIONAL,
INC.; and PPG INDUSTRIES, INC.,
Defendants.

Case No. 2:16-cv-09127-ODW-JRP
Case No. 2:17-cv-08669-ODW-JPR
CONSOLIDATED
Hon. Otis D. Wright, II

PPG INDUSTRIES, INC.; PRC-
DESOTO INTERNATIONAL, INC.;
and PPG INDUSTRIES OHIO, INC.
Plaintiffs,
vs.
PACKAGING SYSTEMS, INC.,
Defendant.

**FINAL JUDGMENT, INCLUDING
PERMANENT INJUNCTION,
AGAINST PACKAGING SYSTEMS,
INC.
AND DISMISSAL OF CLAIMS BY
PACKAGING SYSTEMS, INC. WITH
PREJUDICE**

1 The Court, pursuant to the Stipulated Dismissal with Prejudice of
2 Claims by Packaging Systems, Inc. and Entry of Judgment with Permanent
3 Injunction Against Packaging Systems, Inc. (“Stipulation”), entered into by
4 and between the parties, hereby **ORDERS, ADJUDICATES and**
5 **DECREES** that final judgment shall be and hereby is entered on the claims
6 in the action as follows:

7 **A. Permanent Injunction.**

8 PACKAGING SYSTEMS, INC. (“PSI”), its representatives,
9 shareholders, members, managers, officers, directors, employees, partners,
10 subsidiaries, affiliates, divisions, parents, predecessors, successors, insurers,
11 and assigns and all those acting in concert with or participating with any of
12 the foregoing are enjoined from:

- 13 i. any use of, in the United States or anywhere else in the
14 world, any PPG Mark or any trademark, service mark, trade
15 dress, corporate name, trade name, domain name, or any
16 other designation that is likely to cause confusion with
17 respect to, or that constitutes a colorable imitation of, any
18 PPG Mark; and
- 19 ii. any repackaging or other alteration or modification of PPG
20 aerospace sealant, obtained from any source; except that
- 21 iii. such injunction shall not apply to any activities expressly
22 permitted by PPG Industries, Inc., PRC-DeSoto
23 International, Inc., and PPG Industries Ohio, Inc. (“PPG
24 Plaintiffs”) in writing in connection with any Settlement
25 Agreement.

26 **B. Destruction of Materials.**

27 Within thirty days of entry of this Consent Judgment, PSI shall destroy
28 i) all inventory of repackaged PPG aerospace sealant bearing any PPG Mark

1 or any confusingly similar trademark, service mark, trade dress, product
2 configuration, design, logo, name or domain, ii) all packaging, labels, signs,
3 line cards, advertisements, electronic media, or other materials bearing any
4 PPG Mark or any confusingly similar trademark, service mark, trade dress,
5 product configuration, design, logo, name or domain used or designed to be
6 used in connection with repackaged PPG Aerospace Sealant, and iii) any
7 templates or other means of making any of the foregoing items that cause such
8 items to bear any PPG Mark or any confusingly similar trademark, service
9 mark, trade dress, product configuration, design, logo, name or domain used
10 or designed to be used in connection with repackaged PPG Aerospace Sealant,
11 in each case to the extent in the possession or under the control of PSI or
12 anyone acting in concert with it anywhere in the world.

13 **C. Recognition of Rights.**

14 PSI recognizes and agrees not to challenge, contest, oppose, seek to
15 cancel, or otherwise object to PPG Plaintiffs' use of, registration of, and/or
16 rights in any of the PPG Marks and/or any confusingly similar variations
17 thereof, or to voluntarily assist any third party in challenging, contesting,
18 opposing, seeking to cancel, or otherwise objecting to PPG Plaintiffs' use of,
19 registration of, and/or rights in any of the PPG Marks and/or any confusingly
20 similar variations thereof, including, without limitation, challenging the
21 ownership, validity, or enforceability thereof.

22 **D. Dismissal with Prejudice of PSI Claims.**

23 All PSI Claims, as defined in the Stipulation, are dismissed **WITH**
24 **PREJUDICE** in their entirety.

25 **E. Permitted Activity.**

26 Nothing in this Consent Judgment, including the foregoing permanent
27 injunction, shall prohibit PSI from engaging in activities authorized or agreed
28 to in writing by PPG Plaintiffs in connection with any Settlement Agreement.

1 **F. Settlement Agreement.**

2 This Consent Judgment is not intended to modify the Settlement
3 Agreement executed by the parties and such Settlement Agreement may be
4 used by either party in any future dispute related to the enforcement of the
5 Consent Judgment.

6 **G. No Appeals and Continuing Jurisdiction.**

7 No appeals shall be taken from this Judgment, and the parties waive all
8 rights to appeal. This Court expressly retains jurisdiction over this matter to
9 enforce any violation of the terms of this Judgment, including the Permanent
10 Injunction, by either party.

11 **H. No Fees or Costs.**

12 Each party shall bear its own fees and costs.

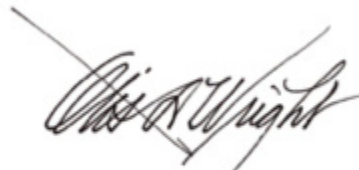
13 **I. Violation of Consent Judgment.**

14 In the event that PSI violates any term of this Judgment and Permanent
15 Injunction, PPG Plaintiffs shall be entitled to injunctive relief, damages and
16 profits, and PSI shall pay PPG Plaintiffs' attorney's fees and costs incurred
17 as a result of such violation, including investigative costs incurred in
18 discovery of such violation.

19 All dates and deadlines are vacated, and the Clerk of Court shall close
20 the case.

21
22 **IT IS SO ORDERED, ADJUDICATED AND DECREED.**

23
24
25 July 22, 2019



26
27 **OTIS D. WRIGHT, II**
28 **UNITED STATES DISTRICT JUDGE**