

E-FILED 8/21/18

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


GSLT HOLDINGS LIMITED,  
Plaintiff,  
vs.  
OLD SCHOOL FAIRFAX, INC.,  
Defendant.


**Case No. 2:18-cv-01226-PSG-KS**  
~~**[PROPOSED]**~~ **ORDER**  
**GRANTING PERMANENT**  
**INJUNCTION**


1 Plaintiff GSLT Holdings Limited (“Plaintiff”) filed its Complaint and  
2 Application for Default Judgment for a permanent injunction, among other relief in  
3 this matter, against Defendant Old School Fairfax, Inc. (“Defendant”). (Dkt. Nos. 1,  
4 21.) Pursuant to the arguments set forth in Plaintiff’s Application for Default  
5 Judgment (Dkt. No. 24), the Court grants Plaintiff’s request for a permanent  
6 injunction and enters a permanent injunction against Defendant as follows:

7 1. A plaintiff is entitled to a permanent injunction when it can demonstrate:  
8 (1) that it has suffered an irreparable injury; (2) that remedies available at law, such as  
9 monetary damages, are inadequate to compensate for that injury; (3) that, considering  
10 the balance of the hardships between the plaintiff and defendant, a remedy in equity is  
11 warranted; and (4) that the public interest would not be disserved by a permanent  
12 injunction. eBay Inc. v. MercExchange, L.L.C., 547 U.S. 388, 391 (2006). Plaintiff  
13 has met each of these factors in this case.

14 2. Plaintiff is the owner of the following U.S. Trademark Registrations:  
15 U.S. Registration No. 5,225,520 for PALACE; U.S Registration No. 5,197,782 for

16 PALACE SKATEBOARDS; U.S. Registration No. 5,197,783 for ; U.S.

17 ; and U.S. Registration No. 5,220,519 for

18  (collectively hereinafter, the “PALACE Marks”). Defendant’s infringement of  
19 Plaintiff’s PALACE Marks by willfully and knowingly manufacturing, distributing,  
20 offering for sale, and/or selling counterfeit apparel featuring the PALACE Marks have  
21 caused irreparable injury to Plaintiff.  
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25 3. Defendant’s failure to respond or otherwise appear in this action also  
26 does not mean that Defendant has stopped infringing the PALACE Marks or that it  
27 will not simply resume the infringement if it has temporarily stopped.  
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1           4.     The balance of hardships clearly weighs in favor of Plaintiff given that  
2 Defendant has willfully and knowingly sold infringing products and reaped the  
3 benefits of Plaintiff's PALACE Marks. Plaintiff has been irreparably harmed and will  
4 continue to be irreparably harmed by such counterfeit items in the stream of  
5 commerce, losing both profits and goodwill. Given Defendant's complete disregard of  
6 multiple notices of infringement, its failure to participate in this action and offer any  
7 evidence to the Court that it intends to cease from infringing activities, the balance of  
8 hardships clearly weighs in favor of a permanent injunction.

9           5.     The public interest would be served by entry of a permanent injunction  
10 against Defendant's infringement of Plaintiff's trademarks and the dissemination of  
11 counterfeit products into the marketplace.

12           **THEREFORE, IT IS HEREBY ORDERED** that Defendant, its agents,  
13 officers, sales representatives, servants, employees, associates, attorneys, successors  
14 and assigns, and any and all persons or entities acting by, through, under or in active  
15 concert or in participation with any or all of them, are permanently enjoined from  
16 doing, abiding, causing or abetting any of the following:

17           (a)    directly or indirectly infringing Plaintiff's PALACE Marks;

18           (b)    from passing off, inducing or enabling others to sell or pass off, any of  
19 Defendant's goods or services as originating from Plaintiff, or sponsored, approved, or  
20 authorized by Plaintiff;

21           (c)    directly or indirectly engaging in any acts or activities calculated to trade  
22 upon Plaintiff's PALACE Marks, and/or the reputation or good will of Plaintiff, or in  
23 any manner to compete with Plaintiff unfairly;

24           (d)    using Plaintiff's PALACE Marks in the sale, offer for sale, promotion,  
25 advertising, marketing and/or distribution of Defendant's goods, or any mark which is  
26 a variant of, simulates, is a colorable imitation of, or imitates Plaintiff's PALACE  
27 Marks, in a manner that is likely to deceive, falsely describe or misrepresent the  
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1 source of Defendant's goods and thereby create confusion among the purchasing  
2 public or the trade;

3 (e) further counterfeiting the PALACE Marks;

4 (f) further violating Plaintiff's property rights and good will; and,

5 (g) from otherwise competing unfairly with Plaintiff in any manner  
6 whatsoever.

7 **IT IS SO ORDERED.**

8  
9 **PHILIP S. GUTIERREZ**

10 Dated: 8/20/18

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Philip S. Gutierrez  
United States District Judge

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18 Proposed Order Prepared and Respectfully Submitted By:

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20  
21 By: /s/ Christopher J. Petersen  
22 **BLANK ROME LLP**  
Christopher J. Petersen (SBN 251439)  
23 CJPetersen@BlankRome.com  
24 2029 Century Park East, 6th Floor  
Los Angeles, CA 90067  
25 Telephone: 424.239.3400  
26 Facsimile: 424.239.3434  
*Attorney for Plaintiff*

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the  
4 age of 18 and not a party to the within action; my business address is 2029 Century  
Park East, 6<sup>th</sup> Floor, Los Angeles, California 90067.

5 On August 17, 2018, I served the foregoing documents described as:  
6 **[PROPOSED] ORDER GRANTING PERMANENT INJUNCTION** on the parties  
in this action by serving:

7 **Old School Fairfax, Inc.**  
8 **427 N. Fairfax Avenue**  
**Los Angeles, CA 90036**

9  **By Envelope** - by placing  the original  a true copy thereof enclosed in  
10 sealed envelopes addressed as below and delivering such envelopes:

11  **By Mail:** As follows: I am "readily familiar" with this firm's practice of  
12 collection and processing correspondence for mailing. Under that practice it would be  
13 deposited with the U.S. postal service on that same day with postage thereon fully  
14 prepaid at Los Angeles, California in the ordinary course of business. I am aware that  
on motion of the party served, service is presumed invalid if postal cancellation date  
or postage meter date is more than one day after date of deposit for mailing in  
affidavit.

15  **By Personal Service:** I delivered such envelope by hand to the offices of the  
addressee(s).

16  **By Federal Express:** I caused the envelope(s) to be delivered to the Federal  
17 Express office at 1925 Century Park East, 19<sup>th</sup> Fl., Los Angeles, California 90067, on  
18 August 17, 2018, for delivery on the next-business-day basis to the offices of the  
addressee(s).

19  **By Facsimile Transmission:** On August 17, 2018, I caused the above-named  
20 document to be transmitted by facsimile transmission, from fax number 424-239-  
3434, to the offices of the addressee(s) at the facsimile number(s) so indicated below.  
The transmission was reported as complete and without error.

21  **By E-Mail Electronic Transmission:** Based on a court order or an agreement  
22 of the parties to accept service by e-mail or electronic transmission, I caused the  
documents to be sent to the person(s) at the e-mail address(es) so indicated below. I  
23 did not receive, within a reasonable time after the transmission, any electronic  
message or other indication that the transmission was unsuccessful.

24 Executed on August 17, 2018, at Los Angeles, California.

25  **FEDERAL:** I declare that I am employed in the office of a member of the bar  
26 of this court at whose direction the service was made.

27 /s/ Elizabeth Gomez  
28 Elizabeth Gomez