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12 Attorneys for Plaintiff
13 PATAGONIA, INC.

14 **UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
16 **WESTERN DIVISION – LOS ANGELES**

17 PATAGONIA, INC.,
18
19 Plaintiffs,

20 v.

21 TIFFANY GUTRIDGE,
22
23 Defendant.

Case No. 2:18-cv-03868 FMO (RAOx)

**FINAL JUDGMENT AND
PERMANENT INJUNCTION**

24 Plaintiff Patagonia, Inc. (“Patagonia”) has filed a Complaint alleging
25 counterfeiting, trademark infringement, unfair competition, and copyright
26 infringement under federal law against co-defendant Tiffany Gutridge. Ms.
27 Gutridge has promoted, distributed, offered, and sold apparel products, bearing one
28 or more identical or substantially indistinguishable imitations of Patagonia’s
federally registered marks (the “Counterfeit Products”) using social media,
including Facebook user accounts or Facebook Groups. Ms. Gutridge consents to
entry of judgment and permanent injunction to resolve this matter.

The Court now enters final judgment based upon the following undisputed





1 facts. Each party has waived the right to appeal from this final judgment and each
2 party will bear its own fees and costs in connection with this action.

3 **I. FACTS AND CONCLUSIONS**

4 A. This Court has subject matter jurisdiction over this lawsuit and personal
5 jurisdiction over Ms. Gutridge. Venue is proper in this Court.

6 B. Patagonia owns numerous registrations for the PATAGONIA trade-
7 mark, and for its distinctive logo depicting the Mt. Fitz Roy skyline (the “Fitz Roy
8 Design”), for a wide ranging assortment of products. Among these are the
9 following U.S. trademark registrations:

11 Trademark	12 Reg. No. / Reg. Date	13 Goods	14 Date of First Use
15 PATAGONIA	1189402/ February 9, 1982	16 Men’s and Women’s Clothing-Namely, Sweaters, Rugby Shirts, Walking Shorts, Trousers, Jackets, Mittens, Hoods and Rainwear.	17 08/1974
18 	19 1294523/ September 11, 1984	20 Men’s, Women’s and Children’s Clothing- Namely, Jackets, Pants, Vests, Gloves, Pullovers, Cardigans, Socks, Sweaters, Underwear, Shirts, Shorts, Skirts and Belts	21 08/1974- 1981
22 	23 1775623/ June 8, 1993	24 Luggage back packs, and all-purpose sports bags	25 08/1988
26 PATAGONIA	1811334/ December 14, 1993	27 Luggage, back packs, fanny packs and all- purpose sport bags, foot- wear, ski bags and ski gloves	28 08/1990
PATAGONIA	2260188/	Computerized on-line ordering activities in the	10/1995



Trademark	Reg. No. / Reg. Date	Goods	Date of First Use
	July 13, 1999	field of clothing and accessories; Providing information in the field of technical clothing and accessories for use in recreational, sporting and leisure activities; providing information in the field of existing and evolving environmental issues	
PATAGONIA.COM	2392685/ October 10, 2000	On-line retail store and mail order services featuring technical clothing, footwear, and accessories; Computer services in the nature of on-line information related to the environment and clothing	10/1995
PATAGONIA	2662619/ December 17, 2002	Retail store services featuring clothing, footwear, luggage and a wide variety of sporting goods and accessories	06/1986

These registrations for the PATAGONIA mark and logos are in full force and effect. The registrations have become incontestable under 15 U.S.C. § 1065. Collectively, these marks, Patagonia’s other registered trademarks, and its common law marks are referred to as the “PATAGONIA trademarks.” A color image of the Fitz Roy Design follows:



C. Ms. Gutridge promoted, offered, and sold 64 units of the Counterfeit



1 Products and received a total of \$271.46 in net income. Ms. Guttridge distributed an
2 additional 3 units and did not receive any compensation for the 3 units.

3 **II. PERMANENT INJUNCTION AND AWARD**

4 It is hereby ordered and adjudged as follows:

5 A. Ms. Guttridge shall pay the sum of \$400.00 to Patagonia within thirty
6 (30) days of entry of this Judgment. Payment shall be made by certified check,
7 payable to “Patagonia, Inc.” and delivered to Patagonia’s counsel of record.

8 B. Commencing as of the “So Ordered” date of this Final Judgment and
9 Permanent Injunction, Ms. Guttridge, her agents, employees, attorneys, successors,
10 assigns, affiliates, joint ventures, and any person(s) in active concert or participation
11 with her, and/or any person(s) acting for, with, by, through, or under her control
12 who receive actual notice of this Order, are hereby permanently enjoined and
13 restrained, anywhere in the world, directly or indirectly, from doing, authorizing or
14 procuring any persons to do any of the following:

15 1. Manufacturing, producing, sourcing, importing, selling, offering
16 for sale, distributing, advertising, or promoting any goods or services that bear
17 reproductions of the PATAGONIA Trademarks;

18 2. Manufacturing, producing, sourcing, importing, selling, offering
19 for sale, distributing, advertising, or promoting any goods or services that display
20 any words or symbols that so resemble the PATAGONIA trademarks as to be likely
21 to cause confusion, mistake, or deception, on or in connection with any product that
22 is not authorized by or for Patagonia;

23 3. Using any word, term, name, symbol, device, or combination
24 thereof that causes or is likely to cause confusion, mistake, or deception as to the
25 affiliation or association of Ms. Guttridge or her products with Patagonia or as to the
26 origin of Ms. Guttridge’s goods, or any false designation of origin, false or
27 misleading description or representation of fact, or any false or misleading
28 advertising;



