

NOTE: CHANGES MADE BY COURT

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHROME HEARTS LLC, a Delaware
Limited Liability Company,

Plaintiff,

vs.

1800 LABORATORIES LLC, an
Oregon Limited Liability Company;
MATTHEW JACK BROCK, an
Individual; MATTHEW LEE BROCK,
an Individual; and DOES 1-10,
inclusive,

Defendants.

CASE NO.: 2:22-cv-00643-FWS-E

**ORDER RE PERMANENT
INJUNCTION; EXHIBITS**

The court has reviewed the Parties’ Stipulation for Permanent Injunction [31] (the “Stipulation”) which contains the following recitations:

1. WHEREAS Plaintiff Chrome Hearts LLC (“Chrome Hearts” or “Plaintiff”) has filed a Complaint in this action against Defendants 1800 Laboratories LLC, Matthew Jack Brock, and Matthew Lee Brock (collectively “Defendants”), alleging Trademark Infringement, False Designations of

1 Origin, Common Law Trademark Infringement and Unfair Competition,
2 and Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et*
3 *seq.*, all allegedly arising from Defendants’ manufacture, production,
4 distribution, promotion, advertisement, offering for sale, and/or sale of
5 certain clothing products bearing identical or confusingly similar
6 reproductions of one or more of the Chrome Hearts Marks (attached hereto
7 and incorporated herein as Exhibit 1) (such products will hereinafter be
8 referred to as “Accused Products.”). Several exemplar photographs of the
9 Accused Products are shown in ¶ 25 of the Complaint and reproduced
10 below in Exhibit 2 for reference.

11 2. WHEREAS the parties have entered into a Confidential Settlement
12 Agreement to fully resolve all of the claims in this action among the Parties;

13 3. WHEREAS without any admission of liability, Defendants have agreed to
14 consent to the below terms of a permanent injunction.

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16 Having reviewed and considered the Stipulation, including the agreements of the
17 parties contained therein, and good cause appearing, the court **GRANTS** the Stipulation
18 and **ORDERS** the following:

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20 1. Defendants and their agents, servants, employees and all entities and/or
21 persons in active concert and participation with Defendants are hereby permanently
22 restrained and enjoined from infringing upon the Chrome Hearts Marks, including, but
23 not limited to:

24 a. manufacturing, purchasing, producing, distributing, circulating,
25 selling, offering for sale, importing, exporting, advertising, promoting, displaying,
26 shipping, marketing, or otherwise incorporate in advertising or marketing the Accused
27 Products and/or any other products that are identical or confusingly similar to the
28 Chrome Hearts Marks;

1 b. delivering, holding for sale, returning, transferring, or otherwise
2 moving, storing, or disposing in any manner the Accused Products and/or any other
3 products bearing marks that are identical or confusingly similar to the Chrome Hearts
4 Marks;

5 c. engaging in any other activity constituting unfair competition with
6 Chrome Hearts, or acts and practices that deceive consumers, the public, and/or trade,
7 including without limitation, the use of designations and design elements used or owned
8 by or associated with Chrome Hearts;

9 d. committing any other act which falsely represents or which has the
10 effect of falsely representing that the goods and services of Defendants are licensed by,
11 authorized by, offered by, produced by, sponsored by, or in any other way associated
12 with Chrome Hearts; and

13 e. knowingly assisting, aiding, or attempting to assist or aid any other
14 person or entity in performing any of the prohibited activities referred to in Paragraphs
15 1(a)-(d) above; and

16 f. knowingly affecting any transactions, assignments or transfers, or
17 form new entities or associations to circumvent the prohibitions referred to in
18 Paragraphs 1(a)-(d) above.

19 2. This Court has jurisdiction over the parties herein and has jurisdiction over
20 the subject matter hereof pursuant to 15 U.S.C. § 1121.

21 3. The execution of this Stipulation/Order shall serve to bind and obligate the
22 parties hereto.

23 4. Upon satisfaction of other obligations set forth in the Settlement
24 Agreement and Mutual Release, the Parties will stipulate to, and Plaintiff will file a
25 separate *Dismissal with Prejudice of the Civil Action*.

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1 5. The jurisdiction of this Court is retained for the purpose of making any
2 further orders necessary or proper for the enforcement of this Stipulation/Order.

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4 **IT IS SO ORDERED.**

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6 DATED: September 19, 2022



Hon. Fred W. Slaughter
UNITED STATES DISTRICT JUDGE

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EXHIBIT 1





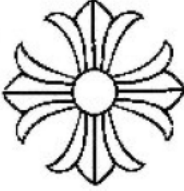
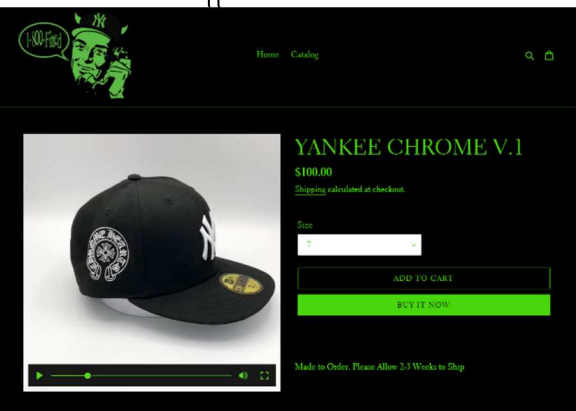
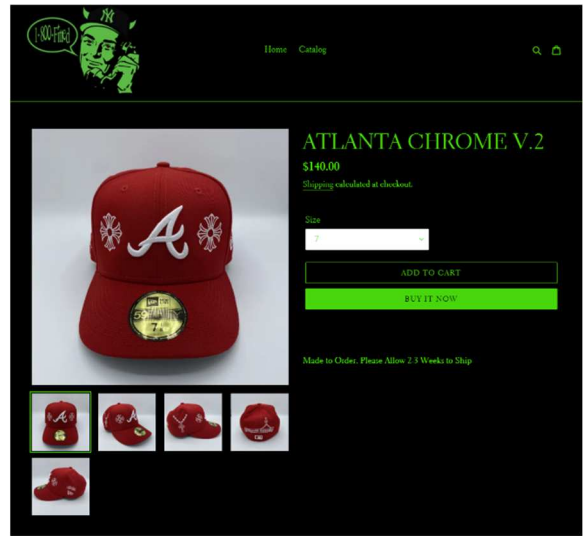
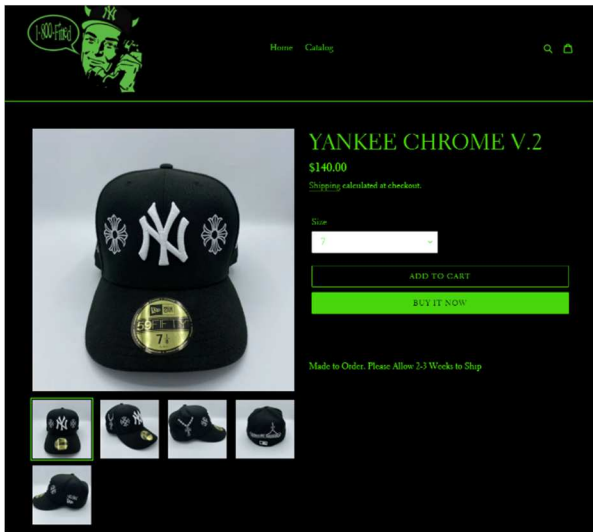
Mark	U.S. Reg. No.	Relevant Goods
	2,118,026	025: Men's and women's clothing, namely, pants, shirts, tee shirts, sweaters, jackets, vests, chaps, skirts, belts, underwear, gloves, shoes and boots.
	2,216,575	025: Clothing; namely, tee shirts, shirts, tank tops, pants, chaps jeans, sweaters and jackets.
	2,408,082	025: Men's and women's clothing; namely, jeans, leather pants, skirts, jackets, chaps, sweaters, vests, tee-shirts and shirts.
	3,606,059	025: Clothing, namely, tee shirts, shirts, tank tops, sweaters, sweat shirts, sweat pants, jeans, pants, jackets, coats and hats
	3,388,911	025: Clothing, namely, tee shirts, shirts, tank tops, sweatshirts, sweat pants, sweaters and hats.

EXHIBIT 2

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