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Attorneys for HENRY SCHEIN, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

HENRY SCHEIN, INC., HSI
SERVICE CORP.,

Plaintiff,

vs.

CERTIFIED BUSINESS SUPPLY,
INC., d/b/a PURITY MEDICAL
PRODUCTS, INC.,

Defendant.

CASE NO. SACV03-1662 DOC (ANx)

**AMENDED AND RESTATED
AGREED FINAL JUDGMENT AND
PERMANENT INJUNCTION**

The Honorable David O. Carter

1 WHEREAS, on or about May 5, 2004, this Court issued the Agreed Final
2 Judgment and Permanent Injunction (“Injunction”), against Certified Business
3 Supply, Inc. (“Certified”);

4 WHEREAS, on or about January 18, 2008, Henry Schein, Inc. (“HSI”) filed a
5 Motion for Contempt (“Motion”) against Certified for violating the Injunction;

6 WHEREAS, the Court granted the Motion and, on or about November 18,
7 2008, awarded to HSI \$32,051.60 in reasonable attorneys’ fees and \$7,575.00 in
8 costs; and

9 WHEREAS, HSI and Certified have agreed to the terms of this Amended and
10 Restated Agreed Final Judgment and Permanent Injunction as follows:

11 1. Judgment is entered in favor of HSI.

12 2. Purity, its affiliates, subsidiaries, parents and their respective past,
13 present or future officers, directors, agents, employees, independent contractors,
14 representatives, servants, successors and assigns, and all person in active concert or
15 participation with them (collectively the “Purity Parties) will forever cease and
16 desist, and refrain in the future from, anywhere in the world:

17 A. Directly or indirectly using, without authorization, HSI’s marks,
18 trade names, or any marks confusingly similar thereto or
19 claiming to represent or otherwise be associated with HSI or
20 HSI’s marks under any circumstances;

21 B. Committing any acts that may cause purchasers to believe that
22 the Purity Parties are in any way affiliated or associated with HSI
23 or any of its affiliates, subsidiaries, parents and their respective
24 past, present, or future officers, directors, agents, representatives,
25 servants and employees;

26 C. Directly or indirectly forming or causing to be formed any
27 corporation, partnership, or other business entity that engages in
28 any of the conduct proscribed by the paragraphs above; and

1 D. Attempting, causing or assisting any of the above-described acts.

2 2. Certified shall pay to HSI the total sum of \$39,626.60, plus interest at
3 the rate of 10% per annum starting from November 19, 2008. Certified may satisfy
4 its payment obligations under this paragraph by making payments equaling
5 \$41,128.46, payable as follows:

6 A. Within five (5) days after execution of this Judgment by the
7 Parties, Certified shall pay to HSI the sum of ten thousand
8 dollars (\$10,000.00), by a certified bank check, a cashier's
9 check, or money order (collectively "Certified Funds");

10 B. Thereafter, Certified shall pay to HSI the remaining \$29,626.60,
11 plus 10% per annum interest beginning on February 1, 2009 as
12 follows:

13 a. eleven (11) monthly payments of two thousand eight
14 hundred twenty nine dollars and eighty six cents
15 (\$2,829.86), commencing on February 1, 2009, and
16 continuing on the first of each of the following months,
17 until paid in full.

18 b. Certified shall make each of these payments by Certified
19 Funds only;

20 C. In the event that a payment is not timely received by HSI, the
21 entire unpaid amount, plus all accrued interest, shall become
22 immediately due and owing. A declaration of HSI's counsel
23 testifying to the fact of Certified's default, and setting forth the
24 outstanding balance as of the date of default shall be sufficient
25 evidence as to the fact of the default and amount of the unpaid
26 balance.

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1 D. In the event that a payment is not timely received by HSI, HSI
2 shall be entitled to recover from Certified all reasonable
3 attorneys' fees incurred by HSI in collecting on this Judgment.

4 5. This is a final and binding judgment as to the claims and defenses by
5 HSI as against Purity presented in this Action, which could have been in this Action,
6 or that arise from, are connected with, or pertain to any claim that may have been
7 asserted in this Action as of the date hereof.

8 6. This Amended and Restated Agreed Final Judgment and Permanent
9 Injunction shall be binding and enforceable against HSI and Purity Parties.

10 7. This Court will retain jurisdiction over this Action and the parties,
11 including without limitation for motions seeking contempt for breach of this
12 Amended and Restated Agreed Final Judgment and Permanent Injunction; to
13 enforce any provision of this Amended and Restated Agreed Final Judgment and
14 Permanent Injunction; to resolve any dispute arising out of this Amended and
15 Restated Agreed Final Judgment and Permanent Injunction, including without
16 limitation the power to construe, interpret and enforce any of its provisions.

17 SO ORDERED, this 10th day of February, 2009.

18 
19 The Honorable David O. Carter

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21 AGREED:

22
23 Dated: _____

HENRY SCHEIN, INC.

24
25 By: _____
26 Name: _____
27 Title: _____

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Dated: _____

CERTIFIED BUSINESS SUPPLY, INC.

By: _____

Name: _____

Title: _____