

1 SARASH SAMADANI (Bar No. 207988)
 2 AS@SamadaniLaw.com
 3 SAMADANI LAW, APC
 4 2070 N. Tustin Ave.
 5 Santa Ana, CA 92705-7827
 6 Tel: 714.285.1144 / Fax: 714.285.1146
 7 Attorney for Defendants:
 8 Libertalia Entertainment, LLC
 9 John Aston, James Stevenson, and Peter Risingham

10 MICHAEL R. BLAHA, ESQ., State Bar No. 089209
 11 LAW OFFICES OF MICHAEL R. BLAHA
 12 2530 Wilshire Boulevard, Third Floor
 13 Santa Monica, California 90403
 14 Telephone: (310) 828-4847
 15 Attorney for Plaintiff, MICHAEL ASTON

16 **UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA**

SAMADANI LAW, APC
 2070 N. Tustin Ave.
 Santa Ana, CA 92705
 Tel: 714.285.1144

15 MICHAEL ASTON, 16 17 18 19 20 21 22 23 24 25 26 27 28	Plaintiff, vs. JAY ASTON; JAMES STEVENSON; PETER RIZZO; CHRIS BELL; ROBERT ADAMS; and LIBERTALIA ENTERTAINMENT, LLC., Defendants. LIBERTALIA ENTERTAINMENT, LLC., a California Limited Liability Company, Counterclaimant, vs. MICHAEL ASTON, an individual, Counterdefendant.
---	--

Case No.:
SACV 08-181-JVS(RNBX)

**CONSENT JUDGMENT AND
 PERMANENT INJUNCTION**

1 WHEREAS, plaintiff Michael Aston (“M.Aston”), defendants Jay
2 Aston (“J.Aston”), James Stevenson (“Stevenson”), Peter Rizzo (“Rizzo”),
3 Robert Adams (“Adams”) (J.Aston, Stevenson, Rizzo, Bell and Adams
4 collectively “the Band,”), and defendant and counterclaimant Libertalia
5 Entertainment, LLC (“Libertalia”) (the Band and Libertalia collectively
6 “Defendants”) have agreed in a separate agreement to settlement of the
7 matters in issue between them and to the entry of this Consent Judgment
8 and Permanent Injunction, it is hereby ORDERED, ADJUDGED, AND
9 DECREED THAT:

10 1. This action was commenced by M.Aston, who in his complaint
11 alleged: (1) Trademark Infringement (15 U.S.C. § 1114(1)); (2) Trademark
12 Infringement, Unfair Competition, and False Designation of Origin (15
13 U.S.C. § 1125(a)); (3) Trademark Infringement (Cal. Bus. & Prof. Code §
14 14335); (4) Unfair Competition (Cal. Bus. & Prof. Code § 17200, *et seq.*);
15 (5) False Advertising (15 U.S.C. § 1125(a)); (6) False Advertising (Cal. Bus.
16 & Prof. Code §§ 17500 and 17535); and (7) Common Law Trademark
17 Infringement. Defendants deny the allegations in the Complaint.

18 2. Libertalia commenced a counterclaim against M.Aston, wherein
19 the First Amended Counterclaim (“Counterclaim”) sought: (1) Cancellation
20 of Federal Trademark Registration Due to Fraud, and (2) a Declaration of
21 Non-Infringement. Plaintiff denies the allegations in the Counterclaim.

22 3. This Court has jurisdiction over all of the parties in this action
23 and over the subject matter in issue based on 28 U.S.C. §§1331, 1338(a)
24 and (b), and 1367(a), as well as 15 U.S.C. §1121(a). The parties, and
25 each of them, hereby also expressly consent and submit to the non-
26 exclusive jurisdiction of the English Courts. This Court and the English
27 Court have continuing jurisdiction to enforce the terms and provisions of
28

1 this Consent Judgment and Permanent Injunction. Venue is also proper in
2 this Court pursuant to 28 U.S.C. §§1391(c) and (d); and the parties, and
3 each of them, hereby expressly agree that the venue is also proper in the
4 English Courts.

5 4. M.Aston is an individual resident of the United States, having
6 his principal place residence at 347 N. Lima St., Burbank, California,
7 91505.

8 5. J.Aston, Stevenson, Rizzo, Bell and Adams are individual
9 residents of the United Kingdom.

10 6. Libertalia is a California Limited Liability Company with its
11 principal place of business at 18627 Brookhurst St., #396, Fountain Valley,
12 California, 92708.

13 7. M.Aston and the Band have used GENE LOVES JEZEBEL (the
14 “Mark”) in connection with live musical performances and the sale of
15 musical recordings (in addition to related merchandise collectively (“Goods
16 & Services”) in commerce in the United States (“US”) and the United
17 Kingdom (“UK”).

18 8. M.Aston contends, and Defendant are informed and believe
19 that, M.Aston is the owner of United States Trademark Registration No.
20 2,694,773 (“the Registration”) for “GENE LOVES JEZEBEL”. The
21 Defendants hereby acknowledge that they are informed and believe that (i)
22 M.Aston is the sole and exclusive owner of the Registration and (ii) his
23 rights in and to the Registration and the Mark in connection with the Goods
24 and Services are legal and valid in the US. A copy of the Registration is
25 attached hereto as **Exhibit 1**.

26 9. The Band contends, and M. Aston is informed and believes
27 that, Gene Loves Jezebel, LTD. (“LTD”) is the owner of United Kingdom
28

1 Trademark Registration No. 2342224 (the “UK Registration”) for “GENE
2 LOVES JEZEBEL”. M.Aston hereby acknowledges that he is informed and
3 believes that (i) LTD is the sole and exclusive owner of the UK Registration
4 and (ii) its rights in and to the UK Registration and the Mark in connection
5 with the Goods and Services are legal and valid in the UK. A copy of the
6 UK Registration is attached hereto as **Exhibit 2**.

7 10. The Band, and each individual Member thereof, along with their
8 predecessors, successors, assigns, affiliates, parent corporations,
9 subsidiaries, representatives, agents, officers, directors, and shareholders,
10 including, without limitation, and any entity owned or affiliated with any of
11 them, are hereby permanently enjoined from using or display the Mark in
12 commerce in the US in connection with the Goods and Services, including,
13 without limitation, the promotion, advertising and marketing thereof, except
14 under written license from M.Aston as set forth in Sections III and V of the
15 Settlement Agreement, attached hereto as **EXHIBIT 3**, with said Sections
16 being incorporated as if stated here.

17 11. M.Aston, along with his predecessors, successors, assigns,
18 affiliates, parent corporations, subsidiaries, representatives, agents,
19 officers, directors, and shareholders, including, without limitation, and any
20 entity owned or affiliated with him, is hereby permanently enjoined from
21 using or displaying the Mark in commerce in the UK in connection with the
22 Goods and Services, including, without limitation, the promotion,
23 advertising and marketing thereof, except under written license from the
24 Band/LTD as set forth in Sections IV and V of the Settlement Agreement,
25 attached hereto as **EXHIBIT 3**, with said Sections being incorporated as if
26 stated here.

27 12. The parties shall bear their own attorneys’ fees and costs.
28

1 13. The entire action is dismissed *with prejudice* as to Chris Bell (if
2 not already dismissed) and Libertalia; and the Counterclaim is dismissed
3 *with prejudice*.

4
5 **IT IS SO ORDERED:**

6
7 Dated: July 02, 2009

8
9 By:



10
11 _____
12 James V. Selna
13 United States District Court Judge

14
15 Dated: _____, 2009

SAMADANI LAW, APC

16
17 By: _____

18 Arash Samadani
19 Attorney for Defendants:
20 (and Counterclaimant) Libertalia
21 Entertainment, LLC; John (Jay) Aston;
22 James Stevenson; and Peter Risingham

23
24 Dated: _____, 2009

LAW OFFICES OF MICHAEL R. BLAHA

25
26 By: _____

27 Michael R. Blaha
28 Attorney for Plaintiff Michael Aston