

Anthony M. Keats (Bar No. 123672)  
akeats@kmwlaw.com  
David K. Caplan (Bar No. 181174)  
dcaplan@kmwlaw.com  
Konrad K. Gatien (Bar No. 221770)  
kgatien@kmwlaw.com  
KEATS McFARLAND & WILSON LLP  
9720 Wilshire Boulevard  
Penthouse Suite  
Beverly Hills, California 90212  
Telephone: (310) 248-3830  
Facsimile: (310) 860-0363

Attorneys for Plaintiff  
LOUIS VUITTON MALLETIER, S.A.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LOUIS VUITTON MALLETIER, S.A.,

Plaintiff,

v.

SELEX FOOTWEAR, INC., a California corporation, KIMIM LIEN THI NGUYEN, an individual, K SHOES N GIFTS, a California corporation, HAN THAI, a business of unknown origin, PHUONG L. LUU, an individual, and JOHN DOES 1-10,

Defendants.

Case No.: SACV 08-733 JVS (ANx)

**FINAL JUDGMENT UPON CONSENT  
WITH RESPECT TO DEFENDANTS  
SELEX FOOTWEAR, INC. AND  
KIMIM LIEN THI NGUYEN**

1  
2  
3 Plaintiff, Louis Vuitton Malletier, S.A. (hereinafter “Louis Vuitton” or “Plaintiff”), having  
4 filed a Complaint in this action charging defendants Selex Footwear, Inc. and Kimim Lien Thi  
5 Nguyen (hereinafter “Defendants”) with federal trademark counterfeiting, federal trademark  
6 infringement, federal false designation of origin, federal trademark dilution, federal copyright  
7 infringement, state statutory and common law trademark counterfeiting, infringement and unfair  
8 competition, state statutory unfair competition, state statutory and common law trademark dilution,  
9 and constructive trust, and the parties desiring to settle the controversy between them, it is

10 **ORDERED, ADJUDGED AND DECREED** as between the parties that:

11 1. This Court has jurisdiction over the parties to this action and over the subject matter  
12 hereof pursuant to 15 U.S.C. §§ 1116(a) and 1121; 17 U.S.C. § 501; 28 U.S.C. § 1331, and §  
13 1338(a) and (b); and 28 U.S.C. § 1367. Venue in this district is proper pursuant to 28 U.S.C. §§  
14 1391 (b) and (c). Service was properly made against Defendants and Defendants do not  
15 contest service or jurisdiction.

16 2. Louis Vuitton is organized and existing under the laws of France, with its  
17 principal place of business in Paris, France. Louis Vuitton is the sole and exclusive  
18 distributor in the United States of goods bearing the Louis Vuitton Trademarks and  
19 Louis Vuitton Copyrighted Works (defined below).

20 3. Louis Vuitton is the owner of all rights in and to numerous federal  
21 trademark applications and registrations including without limitation the following:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
LV and Design	1,770,131	May 11, 1993
LV and Design	2,399,161	October 31, 2000
Flower Design	2,181,753	August 18, 1998
Flower Design	2,177,828	August 4, 1998
Flower Design	2,773,107	October 14, 2003

28 Louis Vuitton is also the owner of the common law Monogram Multicolor Trademark,  
a modified version of its Toile Monogram Trademark, printed in thirty-three bright

1  
2  
3 Murakami colors on a white or black background. Louis Vuitton’s trademarks,  
4 including without limitation those specifically identified hereinabove, are hereinafter  
5 collectively referred to as the “Louis Vuitton Trademarks.” True and correct copies of  
6 the Certificates of Registration issued by the United States Patent and Trademark  
7 Office evidencing the above-referenced federal trademark registrations are attached to  
8 the Complaint and identified as Exhibit 1.

9         4. Louis Vuitton is the owner of certain registrations in the United States  
10 Copyright Office including, but not limited to, U.S. Registration No. VA 1-250-121  
11 for the Louis Vuitton Multicolor Monogram – Black Print and U.S. Supplementary  
12 Registration No. VA-1-365-644 for the Louis Vuitton Multicolor Monogram –Black  
13 Print; and U.S. Registration No. VA-1-250-120 for the Louis Vuitton Multicolor  
14 Monogram – White Print and U.S. Supplementary Registration No. VA-1-365-645 for  
15 the Louis Vuitton Multicolor Monogram – White Print. Louis Vuitton’s copyrights,  
16 including without limitation the copyrights specifically identified hereinabove, are  
17 hereinafter collectively referred to as the “Louis Vuitton Copyrighted Works.” True  
18 and correct copies of the Certificates of Registration issued by the United States  
19 Copyright Office evidencing these federal copyright registrations, as well as a color  
20 photograph of the copyrighted works identified therein, are attached to the Complaint  
21 and identified as Exhibit 2.

22         5. The Louis Vuitton Trademarks are in full force and effect; and the  
23 trademarks thereof and the goodwill of Plaintiff’s businesses in connection with which  
24 the trademarks are used have never been abandoned.

25         6. Plaintiff alleges that Defendants have sold merchandise wrongfully  
26 bearing counterfeits of the Louis Vuitton Trademarks and infringements of the Louis  
27 Vuitton Copyrighted Works. Defendants enter into this Judgment without admitting  
28 liability.

1  
2  
3           7.     Defendants and their officers, directors, employees, attorneys, partners,  
4 agents, subsidiaries, successors, assigns, affiliates and any and all persons and entities  
5 under Defendants' direction or control, or in active concert or participation with any  
6 of them, agree to be contractually enjoined and are immediately and permanently  
7 enjoined and restrained throughout the world from:

- 8           (a)     using any reproduction, counterfeit, copy or colorable imitation of  
9                   the Louis Vuitton Trademarks to identify any goods or the  
10                  rendering of any services not authorized by Plaintiff;  
11           (b)     engaging in any conduct that tends falsely to represent that, or is  
12                   likely to confuse, mislead, or deceive purchasers, Defendants'  
13                  customers, and/or members of the public to believe that the actions  
14                  of Defendants, the products sold by Defendants, or Defendants  
15                  themselves are connected with Plaintiff, are sponsored, approved,  
16                  or licensed by Plaintiff, or are in some way connected or affiliated  
17                  with Plaintiff;  
18           (c)     affixing, applying, annexing, or using in connection with the  
19                   manufacture, distribution, advertising, sale, and/or offering for sale  
20                  or other use of any goods or services, a false description or  
21                  representation, including words or other symbols, tending to  
22                  falsely describe or represent such goods as being those of Plaintiff;  
23           (d)     damaging Plaintiff's goodwill, reputation, and business;  
24           (e)     infringing the Louis Vuitton Trademarks by manufacturing, importing,  
25                   producing, distributing, circulating, marketing, advertising, promoting,  
26                   offering for sale, selling, displaying or otherwise disposing of any products  
27                   not authorized by Plaintiff bearing any simulation, reproduction, counterfeit,  
28                   infringement, copy or colorable imitation of the Louis Vuitton Trademarks or  
                Louis Vuitton Copyrighted Works;  
         (f)     using any simulation, reproduction, counterfeit, infringement, copy or  
                 colorable imitation of the Louis Vuitton Trademarks in connection with the  
                 promotion, advertisement, display, sale, offering for sale, manufacture,  
                 production, circulation or distribution of any unauthorized products in such  
                 fashion as to relate or connect, or tend to relate or connect, such products in

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

any way to Plaintiff, or to any goods sold, manufactured, sponsored or approved by, or connected with Plaintiff;

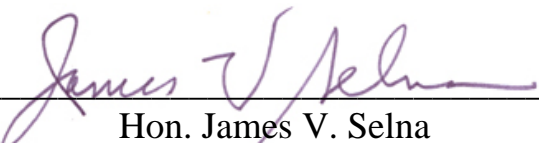
- (g) making any statement or representation whatsoever, or using any false designation of origin or false description, or performing any act, which can or is likely to lead the trade or public; or individual members thereof, to believe that any products manufactured, distributed or sold by Defendants are in any manner associated or connected with Plaintiff, or are sold, manufactured, licensed, sponsored, approved or authorized by Plaintiff;
- (h) directly or indirectly causing the dilution, blurring or tarnishment of the Louis Vuitton Trademarks or using any other name or trademark likely to cause dilution, blurring or tarnishment of any of the Louis Vuitton Trademarks;
- (i) directly or indirectly copying or appropriating any valid intellectual property rights of Louis Vuitton throughout the world including, but not limited to, trademarks, copyrights, design patents, trade dress or luggage, handbags, shoes, apparel, or accessory designs; and
- (j) assisting, aiding or abetting any other person or business entity from engaging in or performing any of the above-described acts.

(a) The jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of the settlement agreement between the parties, this Judgment, the enforcement thereof and the punishment of any violations thereof.

(b) This Judgment shall be deemed to have been served upon Defendants at the time of its execution by the Court.

(c) The Court expressly determines that there is no just reason for delay in entering this Judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs entry of judgment against Defendants.

Dated: November 19, 2008

  
\_\_\_\_\_  
Hon. James V. Selna  
United States District Judge

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Presented by:

ANTHONY M. KEATSDAVID K. CAPLAN  
KONRAD K. GATIEN  
KEATS McFARLAND & WILSON LLP9720 Wilshire Boulevard, Penthouse  
SuiteBeverly Hills, California 90212  
(310) 248-3830

\_\_\_\_\_  
Konrad K. Gatien  
Attorneys for Plaintiff  
Louis Vuitton Malletier, S.A.

**CONSENTS**

The undersigned hereby consent to the entry of the Final Judgment Upon

Consent.

Dated: \_\_\_\_\_, 2008                      SELEX FOOTWEAR, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2008                      KIMIM LIEN THI NGUYEN

By: \_\_\_\_\_