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 Next Generation Sports Cars, Inc.

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

GENERAL MARKETING CAPITAL, INC., a California corporation, ) Case No.: 8:14-cv-01813-JVS-AN

Plaintiff,

v.

**FINAL CONSENT JUDGMENT**

LYNN Y. ZOIPOULOS, an individual;

YENKO ENTERPRIZES, INC., an  
 Illinois corporation; and

NEXT GENERATION SPORTS CARS,  
 INC., a Michigan corporation,

Defendants.


1 Plaintiff, GENERAL MARKETING CAPITAL, INC., (“GMCI”) and Defendants,  
2 LYNN YENKO ZOIOPOULOS aka Lynn Shelton-Zoiopoulos, Lynn Y. Shelton, Lynn  
3 Yenke, Lynn Yenke Zoiopoulos, Lynn Yenke Shelton-Zoiopoulos and Lynn Zoiopoulos  
4 (“ZOIOPOULOS”), YENKO ENTERPRIZES, INC., an Illinois corporation (“YEI”) and  
5 NEXT GENERATION SPORTS CARS, INC., A Michigan corporation (“NGSCI”) (collectively  
6 “the Parties”), having entered into a contemporaneously executed  
7 *Agreement* for settlement of the above-captioned civil action and having filed herewith  
8 their Joint Motion for Entry of First Amended Complaint and Consent Judgment as to All  
9 Defendants, and having thereby agreed, without condition, to the entry of this Consent  
10 Judgment, it is AGREED, ORDERED, ADJUDGED AND DECREED as follows:





11  
12 1. This court has subject matter jurisdiction over this action and personal jurisdiction  
13 over GMCI, ZOIOPOULOS, YEI and NGSCI.

14 2. Judgment is hereby entered in favor of GMCI and against ZOIOPOUPOS, YEI and  
15 NGSCI on all claims and defenses pleaded in the Complaint.

16  
17 3. ZOIOPOULOS, YEI and NGSCI waive all defenses and counterclaims which have  
18 or could have been raised in this action including but not limited to all defenses and  
19 counter claims for invalidity, non-infringement, and/or unenforceability of the trademark  
20 rights in suit.

21 4. GMCI is the owner of common law trademarks YENKO, YENKO/SC and sYc as  
22 used in connection with automotive goods, services and memorabilia as well as the  
23 following United States Trademark Registrations and pending United States Trademark  
24 Applications (such common law, registered and pending trademarks being hereinafter  
25 collectively referred to as the “Yenko Trademarks”):  
26  
27  
28

Registration or Application No.	Mark	Filing Date	Registrati on Date	Goods
3161668	YENKO	02/17/05	10/24/06	Clothing and headwear accessories, namely shirts, jackets and caps
3097652	YENKO	02/17/05	05/30/06	Automobiles and Automotive parts and accessories, namely, wheel caps, spoilers and emblems
3779462	YENKO	04/24/08	04/20/10	Automotive vehicle parts, namely, ornamentation in the nature of decorative metal emblems, hoods, exterior trim, rear spoilers, body panels, badges and engine valve covers; Automotive vehicle interior parts, namely, steering wheels, Drinking glasses and mugs, Clothing, namely, shirts and hats
3812169	YENKO	04/04/07	06/29/10	Motor vehicle accessories, namely, automobile body emblems and license plate frames
3585627		01/3/08	03/10/09	Metal parts for motor vehicles, namely, decorative metal automotive emblems, Decals, Glass mugs, Clothing, namely, t-shirts and caps

2314585	YENKO	02/08/99	02/01/00	Mail order catalogue services featuring parts and accessories for the restoration of classic automobiles; wholesale distributorships featuring parts and accessories for the restoration of classic automobiles
2049857	YENKO	07/26/95	04/01/97	Toy cars
4063536	YENKO	04/04/07	11/09/2011	Motor land vehicles; motor vehicle accessories, namely, license plates
3607796	SYC	04/14/09	04/14/09	Automotive parts and accessories, namely, seat upholstery
3083835		12/09/04	04/18/06	Vinyl decals
3842228		10/22/08	08/31/10	Wearable garments and clothing, namely, shirts
86431834		10/22/14	Pending	Automotive parts and accessories, namely striping kits and decals for automobiles.
86441441		10/31/14	Pending	Automotive parts and accessories, namely, decals for automobiles

5. The Yenke Trademarks are valid and enforceable by GMCI.

6. YEI will cease doing business and will be voluntarily dissolved within ten (10) days of this Consent Judgment.

7. The YEI website at [www. http://www.yenko-enterprizes.com/](http://www.yenko-enterprizes.com/) and all YEI-associated social media sites/pages, including but not limited to <http://www.facebook.com/pages/YENKO-Enterprizes-The-Next>

1 Generation/1394141777564877, will be permanently removed and taken down within ten  
2 (10) days of this Consent Judgment

3  
4 8. ZOIOPOULOS, YEI (until such time as its permanent dissolution has been  
5 completed) and NGSCI, as well as their officers, agents, servants, employees, attorneys,  
6 and those persons or entities in active concert or participation with them who receive  
7 actual notice of this PERMANENT INJUNCTION, are hereby permanently enjoined  
8 from the following:

9 a) any and all further use of “YENKO ENTERPRIZES” or the word “YENKO”  
10 alone or in combination with other words or images, as a tradename, corporate  
11 name, company name, other business entity name, fictitious business name or other  
12 trading designation in relation to: the designing, building, advertising, promoting,  
13 selling, leasing, modifying or distributing of any motor vehicles, automobiles,  
14 automotive goods, automotive services or memorabilia, including but not limited  
15 to automobiles, automotive parts, automotive accessories, automotive equipment,  
16 decals, emblems, license plates, license plate frames, striping, emblems, body  
17 panels, hoods, valve covers, air filter covers, wheel covers, wheel center covers,  
18 grills, door sills, seat upholstery, ornaments, wearing apparel, shirts, caps, key  
19 fobs, posters, cushions and pillows, drinking mugs and glassware.

20  
21 b) any and all further registration or use of “YENKO ENTERPRIZES” or the word  
22 “YENKO” alone or in combination with additional words or characters as an  
23 internet domain name or label in association with any website related to the  
24 designing, building, advertising, promoting, selling, leasing, modifying or  
25 distributing of any motor vehicles, automobiles, automotive goods, automotive  
26 services or memorabilia, including but not limited to: automobiles, automotive  
27 parts, automotive accessories, automotive equipment, decals, emblems, license  
28 plates, license plate frames, striping, emblems, body panels, hoods, valve covers,

1 air filter covers, wheel covers, wheel center covers, grills, door sills, seat  
2 upholstery, ornaments, wearing apparel, shirts, caps, key fobs, posters, cushions  
3 and pillows, drinking mugs and glassware.

4  
5 c) using any or all of the Yenko Trademarks or any reproduction, counterfeit, copy  
6 or colorable imitation thereof, in commerce or in relation to the designing,  
7 building, advertising, promoting, selling, leasing, modifying or distributing of any  
8 motor vehicles, automobiles, automotive goods, automotive services or  
9 memorabilia, including but not limited to automobiles, automotive parts,  
10 automotive accessories, automotive equipment, decals, emblems, license plates,  
11 license plate frames, striping, emblems, body panels, hoods, valve covers, air filter  
12 covers, wheel covers, wheel center covers, grills, door sills, seat upholstery,  
13 ornaments, wearing apparel, shirts, caps, key fobs, posters, cushions and pillows,  
14 drinking mugs and glassware;

15  
16 d) using any of the Yenko Trademarks or any reproduction, counterfeit, copy or  
17 colorable imitation thereof as a meta tag or searchable term in connection with any  
18 publication or internet website which relates to any the designing, building,  
19 advertising, promoting, selling, modifying or distributing of any automobiles,  
20 automotive goods, automotive services or memorabilia, including but not limited  
21 to automobiles, automotive parts, automotive accessories, automotive equipment,  
22 decals, emblems, license plates, license plate frames, striping, emblems, body  
23 panels, hoods, valve covers, air filter covers, wheel covers, wheel center covers,  
24 grills, door sills, seat upholstery, ornaments, wearing apparel, shirts, caps, key  
25 fobs, posters, cushions and pillows, drinking mugs and glassware;

26  
27 e) adopting, using, incorporating, forming, establishing, registering or maintaining  
28 any trade name, corporate name, company name, internet domain name or other  
trading designation that contains or consists of the term YENKO, any other Yenko

1 Trademark or any reproduction, counterfeit, copy or colorable imitation thereof,  
2 provided however that ZOIOPOULOS is not hereby barred or enjoined from using  
3 her true personal name as a trade name, corporate name, company name, internet  
4 domain name or other trading designation for her licensed and lawful practice of  
5 medicine or her other business endeavors which are not involved in the designing,  
6 building, advertising, promoting, selling, leasing, modifying or distributing of any  
7 automobiles, automotive goods, automotive services or memorabilia, including but  
8 not limited to automobiles, automotive parts, automotive accessories, automotive  
9 equipment, decals, emblems, license plates, license plate frames, striping,  
10 emblems, body panels, hoods, valve covers, air filter covers, wheel covers, wheel  
11 center covers, grills, door sills, seat upholstery, ornaments, wearing apparel, shirts,  
12 caps, key fobs, posters, cushions and pillows, drinking mugs and glassware; and  
13

14 f) making, displaying or publishing, or continuing to make, display or publish, any  
15 disparaging image or statement about GMCI and/or its licensee(s) or their  
16 respective products, affiliates, owners, officers, directors, employees, vendors or  
17 customers.

18 9. For purposes of the PERMANENT INJUNCTION set forth in Paragraph 8 above,  
19 the term “disparaging image or statement” shall mean any statement (whether written or  
20 oral), photograph, drawing, video, image or other form of communication which would  
21 reasonably be understood by those who receive or view it as communicating or alleging  
22 any of the following: a) that GMCI and/or its licensee(s) or their respective products,  
23 affiliates, owners, officers, directors, employees, vendors or customers have stolen,  
24 misappropriated, wrongfully acquired, otherwise lack rightful ownership and control of,  
25 or are improperly using and licensing any or all of the Yenke Trademarks; b) that  
26 automobiles or other goods designed, built or sold by GMCI and/or its licensee(s) or their  
27 respective affiliates, owners, officers, directors, employees, vendors and customers are  
28

not “Yenko inspired,” not well designed, not well built, flawed, unattractive, ugly, deficient, inauthentic, unauthorized, lacking of any required or unrequired approval, sanction, credential or endorsement or blessing from either ZOIOPOULOS, the Estate or Donald Yenke or any other Yenke family member or heir.

10. In accordance with the PERMANENT INJUNCTION set forth in Paragraph 8 above, ZOIOPOULOS, YEI (until such time as its permanent dissolution has been completed) and NGSCI shall, no later than (10) days after the date of this Consent Judgment, complete the following:

a) To the extent reasonably possible, take down from the internet and cease and desist from further publishing on social media or elsewhere all comments, statements, publications, interviews, videos, promotional items and advertisements which refer to the sale, or intended future development or sale of any YENKO vehicle having a model year later than 1981 or which constitute a “disparaging image or statement” as defined above;

b) take down from the internet and cease and desist from publishing on social media or elsewhere all images of the Next Generation Sports Cars, Inc. “Evil Twin” Chevrolet Camaro bearing a “YENKO Z” license plate or any other labeling or affixation of the word YENKO or any Yenke Trademark; and;

c) cease and desist from selling, offering for sale, distributing, shipping, advertising, promoting, publishing or displaying t shirts or clothing items bearing any of the Yenke Trademarks including but not limited to the YENKO-THE NEXT GENERATION t shirts referenced in the Complaint in this action.

11. GMCI’s claims and causes of action pleaded in the Complaint in this action, as well as all defenses of ZOIOPOULOS, YEI and/or NGSCI to such claims and causes of action are hereby dismissed with prejudice, provided, however that any of GMCI’s

claims and causes may be reasserted against ZOIOPOULOS, YEI and/or NGSC, or against any entity or individual controlled by or acting in concert with ZOIOPOULOS, YEI and/or NGSC with respect to any action by GMCI seeking to enforce this judgment.

12. Plaintiff GMCI and Defendants ZOIOPOULOS, YEI and NGSC forever, fully and finally discharge each other, and each and all of their employees, agents, representatives, heirs, executors, administrators, servants, vendors, and customers with respect to any and all claims, actions, causes of action, rights to contribution or indemnity (express or implied), demands, rights, damages, costs, obligations, expenses and liabilities of any kind asserted, or which could have been asserted in the Civil Action. This includes an express waiver of California Civil Code § 1542, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

13. This Final Consent Judgment is to be governed and construed in accordance with the laws of the State of California without giving effect to conflict of law principles.

14. Each party is to bear its own costs and attorney fees.

1 15. This Court retains jurisdiction over the subject matter and the Parties to enforce  
2 this Order  
3

4 **IT IS SO STIPULATED AND AGREED:**  
5

6 Dated: October 20, 2015  
7

8 /s/ ROBERT D. BUYAN

9 Robert D. Buyan  
10 Stout, Uxa & Buyan, LLP  
11 Counsel for Plaintiff GENERAL MARKETING  
CAPITAL, INC.

12 /s/ Nathan Fransen

13 Nathan Fransen  
14 FRANSEN & MOLINARO, LLP  
15 Co-counsel for Defendants LYNN Y.  
16 ZOIOPOULOS, YENKO ENTERPRIZES, INC. and  
NEXT GENERATION SPORTS CARS, INC.

17 /s/ Ivan Paul Cohen

18 Ivan Paul Cohen  
19 LAW OFFICES OF IVAN P. COHEN  
20 Co-counsel for Defendants LYNN Y.  
21 ZOIOPOULOS, YENKO ENTERPRIZES, INC. and  
NEXT GENERATON SPORTS CARS, INC.

22 **IT IS SO ORDERED AND DECREED, AND FINAL JUDGMENT IS HEREBY**  
23 **ENTERED.**  
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26  
27 DATED: October 22, 2015

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THE HONORABLE JAMES V. SELNA  
UNITED STATES DISTRICT JUDGE