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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

**HAND & NAIL HARMONY, INC.,
NAIL ALLIANCE, LLC, and NAIL
ALLIANCE-ARTISTIC, INC.,**

Plaintiffs,

v.

**TEXAS NAILS & BEAUTY SUPPLY,
TONY LEE, DOOR TO DOOR NAIL
SUPPLY, NAIL SUPPLY, INC.,
SALON SUPPLY STORE, and DOES 1
through 30, inclusive,**

Defendants.

Case No.: SACV 15-02105-CJC(JCGx)

**JUDGMENT AND PERMANENT
INJUNCTION**

JUDGMENT IS HEREBY ENTERED in favor of Plaintiffs Hand & Nail
Harmony, Inc., Nail Alliance, LLC, and Nail Alliance-Artistic, Inc., and against
Defendants Texas Nails & Beauty Supply and Tony Lee (the “Remaining Defendants”)

1 in accordance with the terms of the Court’s Order granting Plaintiffs’ motion for default
2 judgment. The court AWARDS Plaintiffs \$37,500 in statutory damages, \$2,850 in
3 attorneys’ fees, and post-judgment interest, if necessary, to the extent permitted by 28
4 U.S.C. § 1961.

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6 IT IS FURTHER ORDERED that:

7 (a) The Remaining Defendants, their officers, agents, servants, employees, and
8 attorneys, and all other persons acting in concert and participating with any
9 of the foregoing, including any successor in interest or future owners of the
10 Remaining Defendants, who receive actual notice of this Order, are
11 restrained and enjoined from:

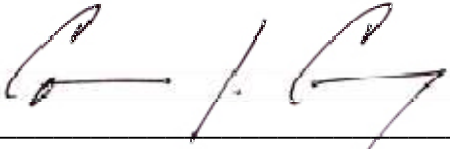
- 12 1. Copying, publishing, reproducing, or otherwise using any of
13 Plaintiffs’ copyrighted works, including but not limited to Copyright
14 Registration Nos. VA0001864773, VA0001874516, VA0001880109,
15 VA0001880668, VA0001880698, VA0001880728, VA0001880730
16 to VA0001880731, VA0001880735 to VA0001880736,
17 VA0001880740, VA0001880742, VA0001880744, VA0001880745,
18 VA0001880747, VA0001880748, VA0001880751, VA0001880769,
19 and VA0001904372, colorable imitations of Plaintiffs’ copyrighted
20 works, or any work of art substantially similar thereto;
- 21 2. Reproducing, adopting, or otherwise using any of Plaintiffs’
22 trademarks, including but not limited to the GELISH® marks
23 (Registration Nos. 4,096,115, 3857,946), HAND & NAIL
24 HARMONY® marks (Registration Nos. 3,750,701, 4,013,304),
25 VITAGEL® marks (Registration Nos. 4,318,850, 4,318,869,
26 4,511,405), 18G® (Registration No. 4,206,100), and the ARTISTIC
27 COLOUR GLOSS® marks (Registration Nos. 4,222,432, 4,222,433)
28 (collectively, the “Harmony Marks”), in association with advertising,

1 marketing, promoting, selling, offering for sale, designing, creating,
2 manufacturing, distributing, delivering, or shipping of products that
3 are not authentic products or have identification codes removed, or
4 where the Remaining Defendants do not provide the same products as
5 an authorized distributor;

- 6 3. Engaging in unfair competition by (a) failing to disclose to
7 consumers, including but not limited to consumers visiting
8 www.tonynail.net or any website owned or controlled by the
9 Remaining Defendants, that (i) the Remaining Defendants are not
10 authorized distributors of Plaintiffs, (ii) the Remaining Defendants are
11 selling diverted products, or (iii) any warranty protection, quality
12 control or customer support offered by Plaintiffs are not available to
13 such consumers, or (b) not complying with all federal packaging
14 requirements under the Hazardous Materials Transportation Act of
15 1975 as amended (49 U.S.C. §§ 50101 *et seq.*);
- 16 4. Using any false designation of origin, false description or
17 representation, or any other thing calculated or likely to cause
18 confusion or mistake in the mind of the trade or public or to deceive
19 the trade or public into believing that the Remaining Defendants'
20 activities are in any way sponsored, licensed, endorsed, authorized,
21 affiliated, or connected with and/or originated from Plaintiffs; and
- 22 5. Facilitating, inducing, assisting, aiding, abetting, or supplying the
23 means for any other person or business entity to engage in or perform
24 any of the activities referred to in the above subparagraphs (1) through
25 (4), or effecting any assignments or transfers, forming new entities or
26 associations or utilizing any other device for the purpose of
27 circumventing or otherwise avoiding the prohibitions set forth in
28 subparagraphs (1) through (4).

1 (b) The Remaining Defendants must account for and deliver up for destruction,
2 in accordance with § 36 of the Federal Trademark Act, 15 U.S.C. § 1118 and
3 California's Unfair Competition Law (Bus. & Prof. Code §§ 17200 *et seq.*),
4 all goods bearing one or more Harmony Marks in their possession, custody,
5 or control that include altered, obstructed, removed, or otherwise modified
6 identification codes in violation of California Penal Code § 537e.

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9 DATED: February 28, 2017

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12 CORMAC J. CARNEY
13 UNITED STATES DISTRICT JUDGE
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