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 ROLEX WATCH U.S.A., INC.

13
 14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA
 16 SOUTHERN DIVISION
 17

18 ROLEX WATCH U.S.A., INC.,

19 Plaintiff,

20 v.

21
 22 JACK ALFRED MARTIN and
 23 NANCIE ANN MARTIN, individually
 24 and collectively d/b/a PRETTY
 PLEASE,

25 Defendants.

CASE NO. 8:17-CV-00014 AG (DFMx)

~~PROPOSED~~ S

FINAL JUDGMENT AND
PERMANENT INJUNCTION
UPON CONSENT

1 Plaintiff Rolex Watch U.S.A., Inc. ("Rolex") and defendants Jack Alfred Martin
2 and Nancie Ann Martin d/b/a Pretty Please (hereinafter collectively referred to as
3 "Defendants"), having agreed that a Final Judgment and Permanent Injunction Upon
4 Consent (hereinafter referred to as "Final Judgment") should be entered between them
5 and good cause appearing therefore:

~~6 1. Rolex is a corporation duly organized and existing under the laws of the
7 State of New York, having an office and principal place of business at 665 Fifth
8 Avenue, New York, New York, 10022.~~

9 2. Defendant Jack Alfred Martin is a resident of the State of California
10 residing at 32005 via Pavo Real, Trabuco Canyon, CA 92679.

11 3. Defendant Nancie Ann Martin is a resident of the State of California
12 residing at 32005 via Pavo Real, Trabuco Canyon, CA 92679.


13 4. Rolex is the exclusive distributor and warrantor in the United States of
14 Rolex watches, all of which bear one or more of the Rolex Registered Trademarks as
15 defined below. Rolex watches are identified by the trade name and trademark ROLEX
16 and one or more of the Rolex Registered Trademarks. Rolex is responsible for
17 assembling, finishing, marketing and selling in interstate commerce high quality Rolex
18 watches, watch bracelets and related products for men and women (hereinafter referred
19 to as "Rolex Watches"). Rolex is responsible for maintaining control over the quality
20 of Rolex products and services in this country. Rolex has developed an outstanding
21 reputation because of the uniform high quality of Rolex Watches and the Rolex
22 Registered Trademarks are distinctive marks used to identify these high quality
23 products originating with Rolex.

~~24 5. Rolex is the owner of the following federal trademark registrations in the
25 U.S. Patent and Trademark Office:~~

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Trademark	Reg. No.	Reg. Date	Goods
 CROWN DEVICE	657,756	1/28/1958	Timepieces of all kinds and parts thereof.
DATEJUST	674,177	2/17/1959	Timepieces and parts thereof.
DAY-DATE	831,652	7/4/1967	Wrist watches.
DAYTONA	2,331,145	3/21/2000	Watches.
EXPLORER	2,518,894	12/18/2001	Watches.
EXPLORER II	2,445,357	4/24/2001	Watches.
GMT-MASTER	683,249	8/11/1959	Watches.
GMT-MASTER II	2,985,308	8/16/2005	Watches and parts thereof.
OYSTER	239,383	3/6/1928	Watches, movements, cases, dials, and other parts of watches.
OYSTER PERPETUAL	1,105,602	11/7/1978	Watches and parts thereof.
PRESIDENT	520,309	1/24/1950	Wristbands and bracelets for watches made wholly or in part or plated with precious metals, sold separately from watches.
ROLEX	101,819	1/12/1915	Watches, clocks, parts of watches and clocks, and their cases.
ROLEX DAYTONA	1,960,768	3/5/1996	Watches.
ROLEX DEEP SEA	3,703,603	10/27/2009	Watches.
SEA-DWELLER	860,527	11/19/1968	Watches, clocks and parts thereof.
SUBMARINER	1,782,604	7/20/1993	Watches.
TURN-O-GRAPH	2,950,028	5/10/2005	Watches and parts thereof.
YACHT-MASTER	1,749,374	1/26/1993	Watches.
COSMOGRAPH	733,081	6/19/1962	Watches.

Correct and true copies of Rolex's federal trademark registrations (hereinafter collectively referred to as the "Rolex Registered Trademarks") are attached to the Complaint as Exhibit 1.

6. The Rolex Registered Trademarks are arbitrary and fanciful and are entitled to the highest level of protection afforded by law.

7. Based on Rolex's extensive advertising, sales and the wide popularity of Rolex products, the Rolex Registered Trademarks are now famous and have been famous since well prior to the activities of the Defendants. Rolex Registered

1 Trademarks have acquired secondary meaning so that any product or advertisement
2 bearing such marks is immediately associated by consumers, the public and the trade
3 as being a product or affiliate of Rolex.

4 8. Rolex and its predecessors have used the Rolex Registered Trademarks
5 for many years on and in connection with Rolex Watches and related products.

6 9. Rolex has gone to great lengths to protect its name and enforce the Rolex
7 Registered Trademarks.

8 10. Long after Rolex's adoption and use of the Rolex Registered Trademarks
9 on its products and after Rolex's federal registration of the Rolex Registered
10 Trademarks, Defendants began selling, offering for sale, distributing, promoting and
11 advertising in interstate commerce, through the Internet, watches bearing counterfeits
12 and infringements of the Rolex Registered Trademarks as those marks appear on
13 Rolex's products and as shown in the Rolex Registered Trademarks attached to the
14 Complaint as Exhibit 1.

15 11. The spurious marks or designations used by Defendants in interstate
16 commerce are identical with, or substantially indistinguishable from, the Rolex
17 Registered Trademarks on goods covered by the Rolex Registered Trademarks.

18 12. Defendants admit they intentionally and willfully sold, offered for sale,
19 distributed, promoted and advertised merchandise bearing counterfeits of one or more
20 of the Rolex Registered Trademarks, despite the knowledge that such sales are illegal.

21 13. Defendants are not now, nor have they ever been associated, affiliated or
22 connected with or endorsed or sanctioned by Rolex.

23 14. Rolex has gone to great lengths to protect its name and enforce its
24 trademarks.

25 15. Rolex has no adequate remedy at law.

26 16. Defendants' acts constitute willful trademark counterfeiting in violation
27 of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

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1 17. Defendants' acts constitute willful trademark infringement in violation of
2 Section 32 of the Lanham Act, 15 U.S.C. §1114.

3 18. Defendants agree that the jurisdiction of this Court is retained for the
4 purpose of making any further orders necessary or proper for the construction,
5 implementation or modification of this Final Judgment, the enforcement thereof and
6 the punishment of any violations thereof.

7 19. Defendants agree that the amount in controversy in this action is greater
8 than \$75,000.

9 20. Rolex commenced this action on or about January 5, 2017, alleging
10 trademark counterfeiting, 15 U.S.C. § 1114, and trademark infringement, 15 U.S.C. §
11 1114 by Defendants.

12 21. This Court has jurisdiction over the subject matter of this claim pursuant
13 to 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338 and personal jurisdiction over the
14 parties.

15 **NOW, THEREFORE,** upon the consent of the parties hereto, **IT IS**
16 **ORDERED, ADJUDGED AND DECREED** as follows:

17 A. Defendants, their agents, servants, employees, attorneys and all persons
18 acting in concert and participation with them, and their successors and assigns,
19 jointly and severally be and hereby are, permanently restrained and enjoined from:

20 (a) using any reproduction, counterfeit, copy, or colorable
21 imitation of the Rolex Registered Trademarks to identify any
22 goods or the rendering of any services not authorized by Rolex;

23 (b) engaging in any course of conduct likely to cause confusion,
24 deception or mistake, or injure Rolex's business reputation or
25 weaken the distinctive quality of the Rolex Registered Trademarks,
26 Rolex's name, reputation or goodwill;

27 (c) using a false description or representation including words
28 or other symbols tending to falsely describe or represent their

1 unauthorized goods as being those of Rolex or sponsored by or
2 associated with Rolex and from offering such goods in commerce;

3 (d) further infringing or diluting the Rolex Registered
4 Trademarks by manufacturing, producing, distributing,
5 circulating, selling, marketing, offering for sale, advertising,
6 promoting, displaying or otherwise disposing of any products not
7 authorized by Rolex bearing any simulation, reproduction,
8 counterfeit, copy or colorable imitation of the Rolex Registered
9 Trademarks;

10 (e) using any simulation, reproduction, counterfeit, copy or
11 colorable imitation of the Rolex Registered Trademarks in
12 connection with the promotion, advertisement, display, sale,
13 offering for sale, manufacture, production, circulation or
14 distribution of any unauthorized products in such fashion as to
15 relate or connect, or tend to relate or connect, such products in any
16 way to Rolex, or to any goods sold, manufactured, sponsored or
17 approved by, or connected with Rolex;

18 (f) making any statement or representation whatsoever, or using
19 any false designation of origin or false description, or performing
20 any act, which can or is likely to lead the trade or public, or
21 individual members thereof, to believe that any services provided,
22 products manufactured, distributed, sold or offered for sale, or
23 rented by Defendants are in any way associated or connected with
24 Rolex, or is provided, sold, manufactured, licensed, sponsored,
25 approved or authorized by Rolex;

26 (g) engaging in any conduct constituting an infringement of any
27 of the Rolex Registered Trademarks, of Rolex's rights in, or to use
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1 or to exploit, said trademark, or constituting any weakening of
2 Rolex's name, reputation and goodwill;

3 (h) using or continuing to use the Rolex Registered Trademarks
4 or trade names in any variation thereof on the Internet (including
5 but not limited to in the text of a website, as a domain name, or as
6 a keyword, search word, metatag, or any part of the description of
7 the site in any submission for registration of any Internet site with
8 a search engine or index) in connection with any goods or services
9 not directly authorized by Rolex;

10 (i) knowingly operating or engaging in a business involving a
11 website or other enterprise that offers for sale any nongenuine
12 products bearing the Rolex Registered Trademarks;

13 (j) acquiring, registering, maintaining or controlling any
14 domain names that include the ROLEX trademark or any of the
15 other Rolex Registered Trademarks or any marks confusingly
16 similar thereto, activating any website under said domain names,
17 or selling, transferring, conveying, or assigning any such domain
18 names to any entity other than Rolex;

19 (k) using any e-mail addresses to offer for sale any nongenuine
20 products bearing counterfeits of the Rolex Registered
21 Trademarks;

22 (l) having any connection whatsoever with any websites
23 known by Defendants to offer for sale any merchandise bearing
24 counterfeits of the Rolex Registered Trademarks; and

25 (m) effecting 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 (a) through (l).

1 It is further ORDERED that in the event that Defendants are ever found by a
2 court of competent jurisdiction, after notice and opportunity to be heard, to be in
3 violation of this Final Judgment the parties agree that (a) Rolex will be entitled to all
4 normal relief which it may request from the court; and (b) Rolex will be entitled to
5 recover any and all future and additional damages, fees and costs incurred by Rolex
6 due to Defendants' violation of this Final Judgment, and judgment shall be entered
7 against Defendant in that full amount.

8 It is further ORDERED that any act by Defendants in violation of the terms or
9 conditions of this Final Judgment may be considered and prosecuted as contempt of
10 this Court.

11 It is further ORDERED that the jurisdiction of this Court is retained for the
12 purpose of making any further orders necessary or proper for the construction,
13 implementation or modification of this Final Judgment, the enforcement thereof and
14 the punishment of any violations thereof.

15 It is further ORDERED that this Final Judgment shall be binding upon and shall
16 inure to the benefit of the parties ~~and their respective heirs, successors and assigns~~
17 and acquiring companies.

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

21 This Final Judgment shall be deemed to have been served upon Defendants at
22 the time of its execution by the Court.

23 **IT IS SO ORDERED:**

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26 Dated: NOV 6, 2017


HON. ANDREW J. GUILFORD
UNITED STATES DISTRICT JUDGE