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Attorneys for Defendant,  
A.Y. McDonald Mfg. Co.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

RED-WHITE VALVE CORP.,  
Plaintiff,  
v.  
A.Y. MCDONALD MFG. CO.,  
Defendant.

Case No. 8:17-cv-00227 DOC

**CONSENT JUDGMENT AND  
PERMANENT INJUNCTION [19]**

1 Plaintiff Red-White Valve Corp. (“RWVC”) filed its Complaint on  
2 February 8, 2017 against Defendant A.Y. McDonald Mfg. Co. (“A.Y.  
3 McDonald”). In its Complaint, RWVC alleges trademark infringement,  
4 counterfeiting, and false designation of origin of RWVC’s U.S. Trademark  
5 Registration Nos. 1,769,093, 2,044,058, 5,082,135, and 5,082,300 (collectively,  
6 the “RWV Marks”) under the Lanham Act, as well as other violations of  
7 California law arising from A.Y. McDonald’s alleged infringement of the RWV  
8 Marks. A.Y. McDonald has not yet filed an Answer.

9 RWVC and A.Y. McDonald (collectively, the “Parties”) now stipulate and  
10 consent to this Consent Judgment and Permanent Injunction, to its prompt entry by  
11 the Court, and to each and every provision, order, and decree herein.

12  
13 NOW THEREFORE, upon consent of the Parties, IT IS ORDERED,  
14 ADJUDGED, AND DECREED:

15 1. Plaintiff Red-White Valve Corp. is a California corporation, having a  
16 principal place of business at 20600 Regency Lane, Lake Forest, California  
17 92630.

18 2. Defendant A.Y. McDonald Mfg. Co. is an Iowa corporation, having  
19 a principal place of business at 4800 Chavenelle Road, Dubuque, Iowa 52004.

20 3. This Court has personal jurisdiction over A.Y. McDonald based on  
21 the fact that A.Y. McDonald conducts business in California. This Court has  
22 subject matter jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331,  
23 1338, and 1367.

24 4. RWVC is the owner of U.S. Trademark Registration Nos. 1,769,093,  
25 2,044,058, 5,082,135, and 5,082,300 for “RWV” (*i.e.*, the RWV Marks).

26 5. The RWV Marks are valid and enforceable. A.Y. McDonald hereby  
27 irrevocably waives the right to contest, directly or indirectly, the validity and/or  
28 enforceability of the RWV Marks and all trademark rights having priority thereto.

1 A.Y. McDonald hereby irrevocably waives the right to contend in any court, in  
2 the United States Patent and Trademark Office, or in any other forum, that the  
3 RWV Marks are invalid or unenforceable. A.Y. McDonald hereby irrevocably  
4 waives the right to directly or indirectly aid, assist, or participate in any action  
5 contesting the validity and/or enforceability of any of the RWV Marks.

6 6. In the event A.Y. McDonald breaches any term of this Consent  
7 Judgment and Permanent Injunction, or otherwise infringes RWVC's trademark  
8 rights, and that such violation has not been cured within five business days of  
9 written notice, RWVC shall be entitled to injunctive relief and shall be deemed to  
10 have suffered damages in the amount of U.S. \$50,000.00 as a result of each  
11 occurrence of breach or infringement and A.Y. McDonald shall pay \$50,000 to  
12 RWVC as liquidated damages, together with RWVC's attorneys' fees and costs  
13 incurred as a result of such breach and/or infringement including investigative  
14 costs incurred in the discovery of such breach and/or infringement. Additionally,  
15 RWVC shall be entitled to such other sanctions, including additional monetary  
16 sanctions, as the applicable Court deems proper. A.Y. McDonald and any  
17 successors-in-interest to A.Y. McDonald shall be jointly and severally liable for  
18 any payment of liquidated damages and RWVC's attorneys' fees and costs, and  
19 any other sanction against A.Y. McDonald imposed by the Court.

20 7. A.Y. McDonald agrees that this Court shall have personal  
21 jurisdiction over A.Y. McDonald in any dispute involving this Consent Judgment  
22 and Permanent Injunction and any future violation of RWVC's trademark rights.

23 8. Other than as may be separately agreed by the parties, each party  
24 shall bear its own costs and attorneys' fees.

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**IT IS SO ORDERED.**

Dated: May 18, 2017

David O. Carter  
The Honorable David O. Carter  
United States District Judge

**CONSENT TO ENTRY**

The Parties, through their undersigned counsel of record, hereby consent to the terms and conditions of this Consent Judgment and Permanent Injunction as set forth herein and consent to entry thereof.

Dated: May 17, 2017

Lewis Roca Rothgerber Christie LLP  
By: David A. Dillard  
Name: David A. Dillard  
Attorneys for Plaintiff,  
Red-White Valve Corp.

Dated: May 12, 2017

Lewis Brisbois Bisgard & Smith LLP  
By: Thomas S. Kiddé  
Name: Thomas S. Kiddé  
Attorneys for Defendant,  
A.Y. McDonald Mfg. Co.