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JS-6

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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

17 ALPHA DELTA PI, *et al*

Case No. 8:18-cv-00135-JVS-RAO

18 Plaintiffs,

19 vs.

20 LEE COTTONE doing business as
21 THE EMBROIDERY STORE also
22 known as SPEAKY GREEKY

CONSENT DECREE

23 Defendant.

24 By agreement of the Plaintiffs (“Plaintiffs” or “Plaintiff Greek
25 Organizations”) and Defendant, Lee Cottone doing business as The Embroidery
26 Store also known as Speaky Greeky. (“Defendant”), and as settlement in full of any
27 and all claims which were or could have been asserted in this action, the parties
28

1 have entered into a Settlement Agreement, a provision of which is entry of the
2 injunctive relief set forth below, and the Court otherwise being sufficiently advised,
3

4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

5 1. Absent prior written permission from any of the Plaintiff Greek
6 Organizations to do so, including, but not necessarily limited to, a written license
7 agreement, Defendant along with any of his directors, officers, agents, servants,
8 employees, representatives, or persons acting in concert or participation with him,
9 shall be and herby are permanently **ENJOINED** and restrained from directly or
10 indirectly producing, using or marketing, in any product line, any items containing
11 a reproduction, copy or colorable imitation of any of the following names, marks or
12 other indicia:
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15 (a) The words “ALPHA DELTA PI” or the “ADPi” nickname; the
16 words “ALPHA OMICRON PI” or the “AOPi” nickname; the words “CHI
17 OMEGA” or the “Chi O” nickname; The words “DELTA DELTA DELTA” or the
18 “Tri-Delt,” “Tri-Delts” or “Tri-Delta” nicknames; the words “DELTA PHI
19 EPSILON” or the “D Phi E” nickname; the words “PHI MU”; the words “SIGMA
20 CHI” or the “Sig” or “Sigs” nicknames; the words “SIGMA KAPPA”; and the
21 words “ZETA TAU ALPHA” or the “Zeta” or “ZTA” nickname.
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24 (b) The Greek letter combinations “ΑΔΠ,” “ΑΟΠ,” “ΧΩ,” “ΔΔΔ,”
25 “ΔΦΕ,” “ΦΜ,” “ΣΧ,” “ΣΚ,” or “ΖΤΑ”;
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1 (c) Any crest, coat of arms, seals, flags, badges or slogans of any of
2 the Plaintiff Greek Organizations referenced in paragraphs 1(a) and 1(b) above.

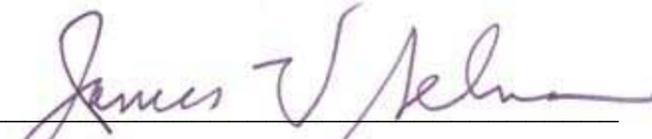
3
4 (d) Any other use in or on Defendant's goods, advertising,
5 marketing brochures, promotional materials, other publications and documents of
6 any other marks or indicia confusingly similar to any of the foregoing marks
7 referenced in paragraphs 1(a), 1(b) or 1(c) above.

8
9 2. Absent prior written permission from any of the Plaintiff Greek
10 Organizations to do so, including, but not necessarily limited to, a written license
11 agreement, Defendant, along with any of his directors, officers, agents, servants,
12 employees, representatives, or other persons acting in concert or participation with
13 him, shall be and hereby are also permanently **ENJOINED** and restrained from any
14 false or materially misleading representations which are likely to lead the trade or
15 public erroneously to believe that any of Defendant's goods or services have been
16 produced, distributed, offered for distribution, advertised, promoted, displayed,
17 licensed, sponsored, approved, or authorized by or for any of the Plaintiff Greek
18 Organizations.
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22 3. As between them, each of the parties to this Consent Decree shall be
23 responsible for their own costs and attorneys' fees incurred prior to the entry of this
24 judgment and decree.
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1 4. Other than to the extent the Court retains continuing jurisdiction to
2 enforce this Decree, this action is otherwise dismissed with prejudice from the
3 Court's active docket.
4

5 Dated: April 13, 2018
6

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8 
9 _____
10 UNITED STATES DISTRICT JUDGE

11 Agreed to:

12
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Defendant

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