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 SANRIO COMPANY, LTD. and SANRIO, INC.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

SANRIO COMPANY, LTD., a Japanese
 corporation and SANRIO, INC., a California
 corporation,

Plaintiffs,

vs.

J.I.K. Accessories, Inc., Accessitive
 Accessories, Inc., B.B. Apparels Inc., Amuseco
 Accessories, Inc., Nana Accessory, Inc., Seanna
 Corporation, Heiress Enterprises, Inc., Pinkland
 Corporation, Inc., Bliss, Final Choice, Joon Sik
 Bae, Yong Woo Kim, Any Bae, Jason Bae,
 Brian Ban, Ryan Bae, Ho Yong Na, Sang Wha
 Kim, Aeran Bae a/k/a Chris Bae, Jenny J. Lee,
 Sukmin Bae, John Bae, Lisa Bae, Grace Kim,
 Ken Chung, Yeun Sik Cha, Debbie Kim, DOES
 1- 10,

Defendants

Civil Action No. C 09-00440 MHP

STIPULATED FACTS AND
 CONCLUSIONS OF LAW IN SUPPPORT
 OF ~~[PROPOSED]~~
 FINAL JUDGMENT ON CONSENT:
 SUKMIN BAE, LISA BAE A/K/A HYANG
 HEE BAE, AND CERTAIN BLISS AND
 FINAL CHOICE BUSINESSES

WHEREAS, on January 30, 2009, Sanrio Company, Ltd. and Sanrio, Inc. ("Plaintiffs")
 initiated the instant action against the named defendants as set forth above for trademark
 infringement in violation of 15 U.S.C. § 1114, et seq.; copyright infringement in violation of 17

EXHIBIT A

1 U.S.C. § 501, et seq.; unfair competition in violation of 15 U.S.C. §1125(a) et seq., as amended;
2 unfair competition under the law of the State of California, Cal. Bus. & Prof. Code § 17200 et
3 seq.; and common law unfair competition.

4 WHEREAS, Defendants Sukmin Bae and Hyang Hee Bae aka Lisa Bae, individually and
5 doing business as “Bliss” located at 1775 Montebello Town Center, Montebello, California, and
6 “Final Choice” located at 2072 South Atlantic Blvd., Monterey Park, California (collectively,
7 “Defendants”) and Plaintiffs have concluded a settlement resolving Plaintiffs’ claims against
8 these Defendants in this civil action;

9 WHEREAS, the Plaintiffs and Defendants (the “Parties”) wish to resolve this civil action
10 through the entry of Judgment on Consent;

11 WHEREAS, without admitting that they knowingly infringed Plaintiffs’ rights and
12 specifically denying same, Defendants consent to the entry of Judgment on Consent;

13 WHEREAS, each Party has waived the right to appeal from the Judgment on Consent;

14 NOW THEREFORE, the Parties stipulate to the following facts and conclusions of law:

15 **STIPULATED FACTS**

16 1. Plaintiff Sanrio Co., Ltd. (“Sanrio”) is a Japanese corporation and maintains its
17 principal place of business located at 1-6-1 Osaki, Shinagawa ku, Tokyo 141-8603, Japan.
18 Plaintiff Sanrio, Inc. is a California corporation and maintains its principal place of business at
19 570 Eccles Avenue, South San Francisco, California 94080.

20 2. Since 1960, Sanrio Co., Ltd. has been engaged in the business of manufacturing,
21 distributing and selling products for use by children and young adults. All of Sanrio’s products
22 are marked with the SANRIO trade name and mark. Since 1976, Sanrio, Inc. has been the
23 exclusive United States distributor of the products of Sanrio Co., Ltd. and is currently the
24 exclusive United States master licensee of the rights in and to the SANRIO trademarks and
25 copyrights.

26 3. Sanrio is the creator and owner of the famous HELLO KITTY,
27 KEROKEROKEROPPI a/k/a KEROPPI, and CHARMMY KITTY characters, as well as many
28

EXHIBIT A

1 other characters, as depicted in Exhibit 2 of the Complaint in this action. Since 1976, most of
2 Sanrio's merchandise marketed in the U.S. has displayed HELLO KITTY character artwork on
3 the products and product packaging. Since 1988, KEROPPI character artwork has appeared on
4 numerous Sanrio products and product packaging marketed in the U.S. Since 2004,
5 CHARMMY KITTY character artwork has appeared on numerous Sanrio products and product
6 packaging marketed in the U.S.

7 4. Sanrio owns many U.S. Certificates of Copyright Registration for artwork
8 depicting the Sanrio Characters, including the following Registration Nos.: VA 130-420, VA 1-
9 303-874 and Vau 684-322 and VA 1-342-775 (HELLO KITTY); VA 707-212 and VA 636-579
10 (KEROPPI); and VA 1-296-111 (CHARMMY KITTY) (the "Sanrio Registered Copyrights").

11 5. Sanrio owns several U.S. Trademark registrations, including U.S. Trademark
12 Registration Nos. 1,200,083 and 1,277,721 for the design trademark depicting the head of the
13 HELLO KITTY character; and 1,215,436 and 1,279,486 for the word mark HELLO KITTY, all
14 of which are incontestable (collectively, "Sanrio's Registered Trademarks").

15 6. In addition to owning the foregoing federal trademark registrations, Sanrio owns
16 all common law rights (including trademark and trade dress rights) to the HELLO KITTY
17 character name and design, and the KEROPPI and CHARMMY KITTY character designs
18 (collectively, "Sanrio's Common Law Trademarks").

19 7. Defendants Sukmin Bae and Hyang Hee Bae are individual residents of
20 California, who were at all relevant times actively engaged in the operation, management and/or
21 control of the retail businesses called "Bliss" located at 1775 Montebello Town Center,
22 Montebello, California, and "Final Choice" located at 2072 South Atlantic Blvd., Monterey Park,
23 California (the "retail stores").

24 8. Defendants are not authorized to manufacture, import, distribute, or sell Sanrio
25 merchandise.

EXHIBIT A

1 9. During at least the year 2007, Defendants displayed and offered for sale various
2 counterfeit products depicting the HELLO KITTY character, and/or the KEROPPI and/or
3 CHARMMY KITTY characters, at their retail stores (the "Counterfeit Merchandise").

4 **STIPULATED CONCLUSIONS OF LAW**

5 10. The Court has jurisdiction over the subject matter of this civil action.

6 11. Sanrio owns valid copyrights, trademarks and trade dress in the name and design
7 of the Hello Kitty Character.

8 12. The Counterfeit Merchandise distributed and sold by Defendants contained
9 counterfeit versions of Sanrio's Registered Copyrights, Sanrio's Registered Trademarks, and
10 Sanrio's Common Law Trademarks.

11 13. The acts of Defendants constitute copyright infringement, in violation of 17
12 U.S.C. § 501.

13 14. The acts of Defendants constitute trademark and trade dress infringement, in
14 violation of 15 U.S.C. §§ 1114, 1125(a).

15 15. The acts of Defendants constitute unfair competition in violation of 15 U.S.C.
16 §1125(a) et seq., as amended, Cal. Bus. & Prof. Code § 17200 et seq.; and common law.

17 The Parties, either themselves or through their undersigned counsel, hereby stipulate to
18 the above facts and conclusions and consent to the entry of Judgment on Consent pursuant to the
19 separately filed Proposed Judgment on Consent.

20 IT IS SO STIPULATED.

21 OWEN, WICKERSHAM & ERICKSON, P.C.

22
23
24 Date: 10/4/10

By: 

NOEL M. COOK

LINDA JOY KATTWINKEL

Attorneys for Plaintiffs


SANRIO COMPANY, LTD., and SANRIO, INC.

EXHIBIT A

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S. CALVIN MYUNG

Date: 9/13/10

By: 
S. CALVIN MYUNG
Attorney for Defendants,
SUKMIN BAE AND HYANG HEE BAE

IT IS SO ORDERED AND ADJUDGED.

Dated this 5th day of October, 2010.

HON. MARILYN
U.S. DISTRICT C



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