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Attorneys for Defendants

15 MIKI BOUTIQUE, INC., a dissolved California  
 16 Corporation; MEI NG, an individual, individually  
 17 and jointly, d/b/a YUKI BOUTIQUE

18 **UNITED STATES DISTRICT COURT**  
 19 **NORTHERN DISTRICT OF CALIFORNIA**

20 TIFFANY (NJ), LLC, a Delaware limited liability company,  
 21 Plaintiff,  
 22 v.  
 23 MIKI BOUTIQUE, INC., a dissolved California corporation, and MEI NG, an individual, individually and jointly, d/b/a YUKI BOUTIQUE and DOES 1-10,  
 24 Defendants.

Case No. CV 11-1563 MMC  
**STIPULATED PERMANENT INJUNCTION**

25 Plaintiff, Tiffany (NJ), LLC (“Tiffany”) and Defendants, Miki Boutique, Inc., a dissolved California corporation, and Mei Ng, an individual, individually and jointly, d/b/a Yuki Boutique (collectively the “Defendants”) stipulate and consent to the following:

26 **WHEREAS**, the Defendants allegedly adopted and began using trademarks in the United States which allegedly infringe and dilute the distinctive quality of Tiffany’s various registered

1 trademarks: T<sup>IFFANY</sup>&CO, T<sup>IFFANY</sup>, T<sup>IFFANY</sup> & CO., and T<sup>IFFANY</sup> (collectively the “Tiffany  
2 Marks”) as identified in Paragraph 7 of Tiffany’s Complaint;  
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4 **WHEREAS**, without the admission of any liability, the parties desire to settle and have  
5 amicably resolved their dispute to each of their satisfaction; and

6 **WHEREAS**, based upon Tiffany’s good faith prior use of the Tiffany Marks, Tiffany has  
7 superior and exclusive rights in and to the Tiffany Marks in the United States and any confusingly  
8 similar names or marks.

9 **IT IS STIPULATED, ORDERED, ADJUDGED AND DECREED** that:

10 1. The Defendants and their respective officers, agents, servants, employees and  
11 attorneys, and all persons in active concert and participation with them are hereby permanently  
12 restrained and enjoined from intentionally and/or knowingly:

- 13 A. manufacturing or causing to be manufactured, importing, advertising, or  
14 promoting, distributing, selling or offering to sell counterfeit and infringing  
15 goods bearing the Tiffany Marks;
- 16 B. using the Tiffany Marks in connection with the sale of any unauthorized  
17 goods;
- 18 C. using any logo, and/or layout which may be calculated to falsely advertise  
19 the services or products of the Defendants as being sponsored by, authorized  
20 by, endorsed by, or in any way associated with the Plaintiff;
- 21 D. falsely representing the Defendants as being connected with the Plaintiff,  
22 through sponsorship or association,
- 23 E. engaging in any act which is likely to falsely cause members of the trade  
24 and/or of the purchasing public to believe any goods or services of the  
25 Defendants, are in any way endorsed by, approved by, and/or associated  
26 with the Plaintiff;
- 27 F. using any reproduction, counterfeit, copy, or colorable imitation of the  
28 Tiffany Marks in connection with the publicity, promotion, sale, or

1 advertising of any goods sold by the Defendants, including, without  
2 limitation, bracelets, necklaces, earrings, and rings;

3 G. affixing, applying, annexing or using in connection with the sale of any  
4 goods, a false description or representation, including words or other  
5 symbols tending to falsely describe or represent the Defendants' goods as  
6 being those of the Plaintiff, or in any way endorsed by the Plaintiff;

7 H. offering such goods in commerce; and from otherwise unfairly competing  
8 with the Plaintiff.

9 I. secreting, destroying, altering, removing, or otherwise dealing with the  
10 unauthorized products or any books or records which contain any  
11 information relating to the importing, manufacturing, producing,  
12 distributing, circulating, selling, marketing, offering for sale, advertising,  
13 promoting, renting or displaying of all unauthorized products which infringe  
14 the Tiffany Marks; and

15 J. effecting assignments or transfers, forming new entities or associations or  
16 utilizing any other device for the purpose of circumventing or otherwise  
17 avoiding the prohibitions set forth in subparagraphs (A) through (I).  
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19 2. Plaintiff shall have the right to seek all legal and equitable remedies that the Court  
20 deems appropriate, and such other relief deemed proper in the event of a violation or failure by the  
21 Defendants to comply with any of the provisions hereof. The prevailing party in any such  
22 proceeding shall be entitled to recover its attorneys' fees and costs.

23 3. The causes of action between Tiffany and the Defendants are hereby dismissed with  
24 prejudice, subject to the terms of the Settlement Agreement between the parties. This Permanent  
25 Injunction shall be conclusive for purposes of collateral estoppel regarding all issues that have been  
26 or could have been brought on the same operative facts.

27 4. The parties' respective attorney's fees and costs incurred in connection with this  
28 action shall be borne as per the agreement of the individual parties in their Settlement Agreement.

1           5.       This Court will retain continuing jurisdiction over this cause to enforce the terms of  
2 this Permanent Injunction and the Settlement Agreement between the parties.

3           6.       All counterfeit Tiffany branded products seized on April 5, 2011 and/or any Tiffany  
4 branded products currently in the possession, custody and/or control of the Defendants required to  
5 be surrendered to Tiffany under the terms of the parties' settlement, shall be destroyed under the  
6 direction of Tiffany.  
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9 **IT IS SO ORDERED.**

10 Dated: January 18, 2012.

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14 THE HONORABLE MAXINE M. CHESNEY  
15 UNITED STATES DISTRICT JUDGE  
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