

LAW OFFICES

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April 16, 2013

Hon. Magistrate Judge Maria-Elena James
San Francisco Courthouse
Courtroom B-15th Floor
San Francisco, CA 94102Re: Walker & Zanger, Inc. vs. La Castellon Tile & Stone, Inc.
USDC Northern District of California Case No. C-13 774 MEJ

Dear Magistrate Judge James:

I represent the Plaintiff, Walker & Zanger Inc. ("Walker Zanger") in the above referenced action. Walker Zanger recently filed the subject action to obtain among other relief, a permanent injunction against the owners of a website known as CheaperFloors.com which my client contends, among other things, infringed on its mark and other registered trademarks which it owns, diluting those marks, and committing flagrant and repeated false advertising and competition (in part arising out of the posting of the subject domain name on Walker Zanger's Facebook pages and online directories representing that it sells Walker Zanger products when it does not).

I am writing to present a summary of the agreements that have been reached by and between the Plaintiff and representatives of the two named defendants as well as by and with a party to be named as Doe 1, Mohamed (aka Max) Gurdal Ertem, who has been confirmed to be the owner, in his individual capacity, of the subject domain name. It is believed that when those agreements and the documents memorializing those agreements are presented to and ordered by this Court, the Court's orders will conclude this matter.

I have been advised by Calendar Clerk & Courtroom Deputy Rose Maher to address the Court in this manner in regard to these matters (with a courtesy hard copy of this letter and all attachments to be delivered to Civil Case Docketing Clerk Gloria Acevedo). Of course, copies of this communication with the court including all of the attachments, are being served by mail on representatives of each of the named Defendants as well as on Mr. Ertem.

It has been established to the satisfaction of the Plaintiff, Walker Zanger, that neither of the two named defendants La Castellon Tile & Stone, Inc. or Castellon Tile Inc. were or are the owners of the subject infringing domain name, CheaperFloors.com, and that in spite of each of their

Hon. Magistrate Judge Maria-Elena James
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possible past involvement in the alleged wrongdoing including possible financial benefit from the alleged unlawful infringement of Plaintiff's trademarks and copyrights, the Plaintiff is willing to dismiss each of them with prejudice, upon the entry of the [Proposed] Consent Judgment and Permanent Injunction against the to be named Doe 1, Mohamed (Max) Gurdal Ertem. Plaintiff has agreed with representatives of each of the corporate defendants to dismiss each of them if and when the [Proposed] Consent Judgment and Permanent Injunction is entered by this Court against Mr. Ertem.

Mr. Ertem has cooperated with Plaintiff to put into effect the above described resolution of this matter and has stipulated with the Plaintiff to the entry of the enclosed [Proposed] Consent Judgment and Permanent Injunction As To Defendant Mohamed (aka Max) Gurdal Ertem (Designated As Doe 1). To effectuate the entry of the Consent Judgment and Permanent Injunction, this office is prepared to take the following steps in the following sequence;

- 1.) File the executed Doe Amendment To Complaint (Designating Mohamed (aka Max) Gurdal Ertem As Doe 1) (copy enclosed as Exhibit 1 hereto).
- 2.) File the Stipulation For [Proposed] Consent Judgment And Permanent Injunction As To Defendant Mohamed (aka Max) Gurdal Ertem (designated as Doe 1) which is signed by Mr. Ertem, in pro per, and by me as counsel of record for Plaintiff (copy enclosed as Exhibit 2 hereto), in which it is stipulated:
 - a.) That Mr. Ertem has accepted service of Summons and Complaint as well as all of the other filing related documents including Notice of Assignment to a Magistrate Judge, Certification of Interested Parties, Order Setting Case Management Conference and ADR deadlines, Case Management Standing Order, Consent to Proceed Before a Magistrate Judge, Declination to Proceed Before a Magistrate Judge and ECF Registration Information Handout (see first paragraph of attached Stipulation);
 - b.) That upon the filing of the Stipulation, Mr. Ertem makes a general appearance in this case and irrevocably consents to the jurisdiction of this Court (see first paragraph of attached Stipulation);
 - c.) On March 7, 2013 Plaintiff, through its counsel of record, signed and filed a Consent to Proceed Before a United States Magistrate Judge and Defendant Ertem concurrently files his Consent to Proceed Before a United States Magistrate Judge, a copy of which has been signed by Mr. Ertem and is enclosed (see second paragraph of the attached Stipulation);

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- d.) To the entry of the Consent Judgment And Permanent Injunction As To Defendant Mohamed (aka Max) Gurdal Ertem (designated as Doe 1) (see third paragraph of the attached Stipulation).
- 3.) File the Consent To Proceed Before A United States Magistrate Judge By Defendant Mohamed (aka Max) Gurdal Ertem which is signed by Mr. Ertem (copy of which is enclosed as Exhibit 3 hereto).
- 4.) File the [Proposed] Consent Judgment And Permanent Injunction As To Defendant Mohamed (aka Max) Gurdal Ertem (Designated As Doe 1), (copy of which is enclosed as Exhibit 4 hereto) for the Court's consideration and possible entry.
- 5.) If and when the Court enters the Consent Judgment And Permanent Injunction, to concurrently file the Notice of Dismissal Of Defendants La Castellon Tile & Stone, Inc. and La Castellon, Inc. (copy of which is enclosed as Exhibit 5 hereto).

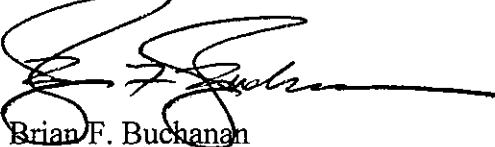
In compliance with the instructions of Ms Maher, this office is electronically filing this letter with the Court, with copies of each of the referenced documents enclosed and hereby await further instructions from Court personnel, as to if and when additional copies of each of the enclosed documents should be separately electronically filed and/or served on Mr. Ertem and representatives of the corporate defendants.

Finally, I also await further instruction from the Court's personnel, if the proposed sequence of filings can be submitted for the Court's consideration, without the necessity of a court appearance by counsel for the Plaintiff.

I appreciate the direction provided by the Court personnel and further appreciate the Court's consideration of this letter and the suggested process by which this matter can be concluded.

Very truly yours,

BUCHANAN & PATTERSON LLP



Brian F. Buchanan
Attorneys of Record
For Plaintiff Walker & Zanger, Inc.

BFB/pym
Attachments

Hon. Magistrate Judge Maria-Elena James
San Francisco Courthouse
April 16, 2013
Page 4

cc: Mr. Max Ertem
2780 South Jones Boulevard
Suite 3728
Las Vegas, NV 89146

Mr. Metin Aydin
La Castellon, Inc.
2191 San Ramon Valley Boulevard
San Ramon, CA 94583

Mr. Eddie Barna
La Castellon Tile & Stone, Inc.
2098 Merced Street
San Leandro, CA 94577

Mr. Pat Petrocelli
V.P. and C.O.O.
Walker & Zanger, Inc.
13190 Telfair Avenue
Sylmar, CA 91342

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Jeremy Friedman, SBN 249706
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3 Los Angeles, California 90071
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E-mail: bbuchanan@bplawllp.com

5 Attorneys for Plaintiff
6 WALKER & ZANGER, INC.

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 WALKER & ZANGER, INC., a corporation,
12 Plaintiffs,

13 vs.

14 LA CASTELLON TILE & STONE, INC., a
corporation (dba LA CASTELLON
15 TILE/HARDWOOD/BATH,
CHEAPERFLOORS.COM, YFLOOR.COM,
16 LA CASTELLON.COM); LA CASTELLON,
INC., a corporation (dba LA CASTELLON
17 TILE/HARDWOOD/BATH,
CHEAPERFLOORS.COM, YFLOOR.COM,
18 LA CASTELLON.COM) and DOES 1-100,

19 Defendants.
20
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) Case No. C-13 774 MEJ
) Assigned to Magistrate Judge Maria-Elena
) James, San Francisco Courthouse,
) Courtroom B

) **DOE AMENDMENT TO COMPLAINT**
) **(DESIGNATING MOHAMED (AKA**
) **MAX) GURDAL ERTEM AS DOE 1)**

22 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:

23 Upon the filing of the Complaint herein, Plaintiff WALKER & ZANGER, INC.
24 (hereinafter, "WALKER ZANGER") was ignorant of the true names of certain Defendants, who
25 were fictitiously designated as DOES in the Complaint.

26 Having subsequently discovered the true name of one Defendant (namely, MOHAMED
27 (aka MAX) GURDAL ERTEM, an individual, who presently resides in Nevada), WALKER

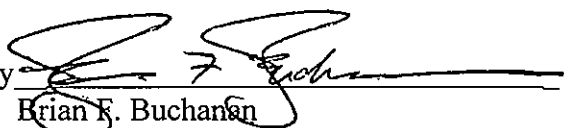
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EXHIBIT 1 – 0005

1 ZANGER hereby amends its Complaint by inserting the true name MOHAMED (aka MAX)
2 GURDAL ERTEM in place and instead of the fictitious name DOE 1, wherever this fictitious
3 name appears in the Complaint. MOHAMED (aka MAX) GURDAL ERTEM shall also be
4 included among "Defendants" in each and every instance in which "Defendants" are referred to
5 collectively in the Complaint.

6
7 Dated: April 1, 2013

BUCHANAN & PATTERSON, LLP

8
9 By 
10 Brian F. Buchanan
11 Attorneys for Defendant and Cross-Complainant
12 WALKER & ZANGER, INC.
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5 Attorneys for Plaintiff
6 WALKER & ZANGER, INC.

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 WALKER & ZANGER, INC., a corporation,)
12 Plaintiffs,)

13 vs.)

14 LA CASTELLON TILE & STONE, INC., a)
corporation (dba LA CASTELLON)
15 TILE/HARDWOOD/BATH,)
CHEAPERFLOORS.COM, YFLOOR.COM,)
16 LA CASTELLON.COM); LA CASTELLON,)
INC., a corporation (dba LA CASTELLON)
17 TILE/HARDWOOD/BATH,)
CHEAPERFLOORS.COM, YFLOOR.COM,)
18 LA CASTELLON.COM) and DOES 1-100,)

19 Defendants.)
20)
21)

Case No. C-13 774 MEJ
Assigned to Magistrate Judge Maria-Elena
James, San Francisco Courthouse,
Courtroom B

**STIPULATION FOR [PROPOSED]
CONSENT JUDGMENT AND
PERMANENT INJUNCTION AS TO
DEFENDANT MOHAMED (AKA MAX)
GURDAL ERTEM (DESIGNATED AS
DOE 1)**

22 IT IS HEREBY STIPULATED AND AGREED that Defendant MOHAMED (AKA
23 MAX) GURDAL ERTEM (“Ertem”) has accepted service of the Summons in A Civil Action,
24 Civil Cover Sheet, Complaint, the Doe Amendment to Complaint (Designating Mohamed (aka
25 Max) Gurdal Ertem as Doe 1), Notice of Assignment of Case to a United States Magistrate Judge
26 for Trial, Consenting to a Magistrate Judge’s Jurisdiction In the Northern District of California;
27 Certification of Interested Parties; Order Setting Initial Case Management Conference and ADR
28 Deadlines, Case Management Standing Order of Magistrate Judge Maria-Elena James, Consent to

EXHIBIT 2 – 0007

1 Proceed Before a United States Magistrate Judge (Blank), Declination to Proceed Before a
2 Magistrate Judge and Request for Reassignment to a United States District Judge (Blank), and
3 ECF Registration Information Handout, and that MOHAMED (aka MAX) GURDAL ERTEM
4 hereby makes a general appearance in this case and irrevocably consents to the jurisdiction of this
5 Court.

6 On March 7, 2013, Plaintiff, through its counsel of record, signed and filed a Consent to
7 Proceed Before a United States Magistrate Judge. Defendant MOHAMED (aka MAX) GURDAL
8 ERTEM concurrently herewith files his Consent to Proceed Before a United States Magistrate
9 Judge.

10 IT IS FURTHER HEREBY STIPULATED AND AGREED, pursuant to the terms of the
11 settlement of this matter, by and between Plaintiff WALKER & ZANGER, INC. (hereinafter,
12 "Plaintiff" or "Walker Zanger") and Defendant MOHAMED (aka MAX) GURDAL ERTEM
13 (named as DOE 1 by amendment filed with this Court), themselves or through their respective
14 attorneys of record, to the entry of a CONSENT JUDGMENT AND PERMANENT
15 INJUNCTION AS TO DEFENDANT MOHAMED (aka MAX) GURDAL ERTEM
16 (DESIGNATED AS DOE 1) as set forth in the attached [Proposed] Consent Judgment, etc. and
17 Permanent Injunction as to Defendant Mohamed (aka Max) Gurdal Ertem (Designated as Doe 1).

18

19 Dated: April 1, 2013

MOHAMED (aka MAX) GURDAL ERTEM

20

21

By _____
Defendant MOHAMED (aka MAX) GURDAL
ERTEM, An Individual, Designated as Defendant
DOE 1

22


23

24 Dated: April 1, 2013

BUCHANAN & PATTERSON, LLP

25

26

By 
Brian F. Buchanan
Attorneys for Defendant and Cross-Complainant
WALKER & ZANGER, INC.

27

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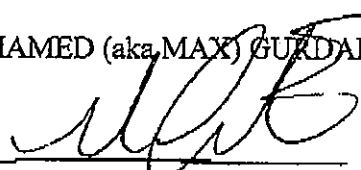
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 2 Magistrate Judge and Request for Reassignment to a United States District Judge (Blank), and
 3 ECF Registration Information Handout, and that MOHAMED (aka MAX) GURDAL ERTEM
 4 hereby makes a general appearance in this case and irrevocably consents to the jurisdiction of this
 5 Court.

6 On March 7, 2013, Plaintiff, through its counsel of record, signed and filed a Consent to
 7 Proceed Before a United States Magistrate Judge. Defendant MOHAMED (aka MAX) GURDAL
 8 ERTEM concurrently herewith files his Consent to Proceed Before a United States Magistrate
 9 Judge.

10 IT IS FURTHER HEREBY STIPULATED AND AGREED, pursuant to the terms of the
 11 settlement of this matter, by and between Plaintiff WALKER & ZANGER, INC. (hereinafter,
 12 "Plaintiff" or "Walker Zanger") and Defendant MOHAMED (aka MAX) GURDAL ERTEM
 13 (named as DOE 1 by amendment filed with this Court), themselves or through their respective
 14 attorneys of record, to the entry of a CONSENT JUDGMENT AND PERMANENT
 15 INJUNCTION AS TO DEFENDANT MOHAMED (aka MAX) GURDAL ERTEM
 16 (DESIGNATED AS DOE 1) as set forth in the attached [Proposed] Consent Judgment, etc. and
 17 Permanent Injunction as to Defendant Mohamed (aka Max) Gurdal Ertem (Designated as Doe 1).

18
 19 Dated: April 1, 2013

MOHAMED (aka MAX) GURDAL ERTEM

20
 21 By 
 22 Defendant MOHAMED (aka MAX) GURDAL
 23 ERTEM, An Individual, Designated as Defendant
 24 DOE 1

25
 26 Dated: April 1, 2013

BUCHANAN & PATTERSON, LLP

27 By _____
 28 Brian F. Buchanan
 Attorneys for Defendant and Cross-Complainant
 WALKER & ZANGER, INC.

1 Mohamed (aka Max) Gurdal Ertem
2780 South Jones Boulevard
Suite 3728
2 Las Vegas, NV 89146

3
4 Telephone: (510) 333-5577
E-mail: max@cheaperfloors.com

5 Defendant In Propria Persona
6
7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 WALKER & ZANGER, INC., a corporation,
11 Plaintiffs,

12 vs.

13 LA CASTELLON TILE & STONE,
14 INC., a corporation (dba LA
CASTELLON TILE/HARDWOOD/
15 BATH, CHEAPERFLOORS.COM,
YFLOOR.COM, LA CASTELLON.COM);
16 LA CASTELLON, INC., a corporation (dba
LA CASTELLON TILE/HARDWOOD/
17 BATH, CHEAPERFLOORS.COM,
YFLOOR.COM, LA CASTELLON.COM)
18 and DOES 1-100,

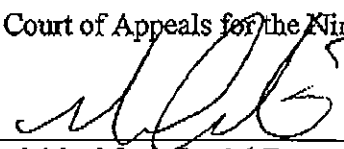
19 Defendants.

Case No. C-13 774 MEJ
Assigned to Magistrate Judge Maria-Elena
James, San Francisco Courthouse,
Courtroom B

**CONSENT TO PROCEED BEFORE A
UNITED STATES MAGISTRATE
JUDGE BY DEFENDANT MOHAMED
(aka MAX) GURDAL ERTEM**

20
21 In accordance with the provisions of Title 28, U.S.C. Section 636©, the undersigned party
22 hereby voluntarily consents to have a United States Magistrate Judge conduct any and all further
23 proceedings in the case, including trial, and order the entry of a final judgment. Appeal from the
24 judgment shall be taken directly to the United States Court of Appeals for the Ninth Circuit.

25
26 Dated: April 1, 2013


Mohamed (aka Max) Gurdal Ertem
27 Defendant

28 EXHIBIT 3 - 0010

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Jeremy Friedman, SBN 249706
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5 Attorneys for Plaintiff
6 WALKER & ZANGER, INC.

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 WALKER & ZANGER, INC., a corporation,)
12 Plaintiffs,)
13 vs.)
14 LA CASTELLON TILE & STONE, INC., a)
corporation (dba LA CASTELLON)
15 TILE/HARDWOOD/BATH,)
CHEAPERFLOORS.COM, YFLOOR.COM,)
16 LA CASTELLON.COM); LA CASTELLON,)
INC., a corporation (dba LA CASTELLON)
17 TILE/HARDWOOD/BATH,)
CHEAPERFLOORS.COM, YFLOOR.COM,)
18 LA CASTELLON.COM) and DOES 1-100,)
19 Defendants.)

Case No. C-13 774 MEJ
Assigned to Magistrate Judge Maria-Elena
James, San Francisco Courthouse,
Courtroom B

**[PROPOSED] CONSENT JUDGMENT
AND PERMANENT INJUNCTION AS TO
DEFENDANT MOHAMED (AKA MAX)
GURDAL ERTEM (DESIGNATED AS
DOE 1)**

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21
22
23 This Consent Judgment and Permanent Injunction is made pursuant to the terms of the
24 parties' settlement of this action and the concurrently filed Stipulation for [Proposed] Consent
25 Judgment and Permanent Injunction as to Defendant Mohamed (aka Max) Gurdal Ertem
26 (Designated as Doe 1) with reference to the following facts:

27 A. Plaintiff WALKER & ZANGER, INC. (hereinafter, "Plaintiff" or "Walker
28 Zanger") in this action has alleged I(*inter alia*) trademark infringement, trademark dilution, false

1 designation of origin, and false advertising and unfair competition in violation of the Lanham Act,
2 and unfair competition under California State law against LA CASTELLON TILE & STONE,
3 INC., LA CASTELLON, INC. and DOES 1-100 (collectively, "Defendants"), arising out of
4 postings on CheaperFloors.com, on Walker Zanger's Facebook page, and on online directories
5 (DesignBiz.com, FloorBiz.com, and Tile-Stone-Stores.com) and has sought monetary damages
6 and injunctive relief against Defendants' continued alleged false advertising, unfair business
7 practices, and infringing use of Walker Zanger's trademarks and copyrighted material. Walker
8 Zanger in this action has also sought (*inter alia*) reimbursement of its attorney fees and costs.

9 B. MOHAMED (AKA MAX) GURDAL ERTEM ("Ertem"), an individual, who
10 presently does business in Nevada at 2780 South Jones Boulevard, Suite 3728, Las Vegas, Nevada
11 89146, has represented that he owns and operates hundreds of domain names and websites,
12 including (without limitation) CheaperFloors.com and YFloor.com. The above-mentioned
13 postings (on CheaperFloors.com, on Walker Zanger's Facebook page, and on online directories
14 (DesignBiz.com, FloorBiz.com, and Tile-Stone-Stores.com)) were done by Ertem and/or his
15 agents or employees (including, without limitation, persons who presently use or have previously
16 used the names Brice Lee and Wee Le). Persons who presently use or have previously used the
17 names Brice Lee and Wee Le are presently agents and employees of Ertem and are presently
18 subject to Ertem's direction and control.

19 C. Walker Zanger has filed a DOE AMENDMENT TO COMPLAINT
20 (DESIGNATING MOHAMED (AKA MAX) GURDAL ERTEM AS DOE 1) which designates
21 Ertem as Defendant DOE 1 in the Lawsuit. Ertem has accepted service of the Summons and
22 Complaint and the DOE AMENDMENT TO COMPLAINT (DESIGNATING MOHAMED (aka
23 MAX) GURDAL ERTEM AS DOE 1). Ertem (by signing the accompanying stipulation or
24 otherwise) has made a general appearance in this case. Ertem has irrevocably consented to the
25 jurisdiction of this Court.

26 D. Ertem has represented that he is no longer affiliated with LA CASTELLON TILE
27 & STONE, INC. or LA CASTELLON, INC. and, in reliance upon Ertem's representations,
28 Walker Zanger has filed a notice of dismissal of LA CASTELLON TILE & STONE, INC. and LA

1 CASTELLON, INC. from this action.

2 E. Walker Zanger has acquired and uses trademarks, including (without limitation) the
3 following:

- 4 • “WALKER & ZANGER,” U.S. Registration Nos. 2,682,961 and 3,188,720;
- 5 • “WALKER & ZANGER,” U.S. Registration No. 2,222,404;
- 6 • “COTE D’OR,” U.S. Registration No. 2,723,661;
- 7 • “IMPERIUM,” U.S. Registration No. 2,842,228;
- 8 • “OPUS ANTICATO,” U.S. Registration No. 2,680,352;
- 9 • “PARADIGM,” U.S. Registration No. 3,166,241;
- 10 • “PAVIA ANTICO,” U.S. Registration No. 3,440,638;
- 11 • “SHABUT,” U.S. Registration No. 2,668,559;
- 12 • “TRIBECA,” U.S. Registration No. 2,831,239; and
- 13 • “WATERFALL,” U.S. Registration No. 3,725,145.

14 F. Walker Zanger sells and distributes its products (*inter alia*) through its own
15 showrooms and catalogues, as well as through its authorized dealers. Neither Ertem nor any of his
16 websites or entities (including, without limitation, CheaperFloors.com and YFloor.com) have ever
17 been authorized Walker Zanger dealers.

18 G. Walker Zanger’s allegations arise out of and relate to (*inter alia*) Ertem’s alleged
19 postings on CheaperFloors.com, on Walker Zanger’s Facebook page, and on online directories
20 (DesignBiz.com, FloorBiz.com, and Tile-Stone-Stores.com).

21 H. Ertem denies any wrongdoing but in order to resolve this dispute agree to the terms
22 herein; and

23 I. Plaintiff Walker Zanger and Defendant Ertem have agreed to have the following
24 Consent Judgment and Permanent Injunction, subject to this Court’s approval.

25
26 WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
27 FOLLOWS:

- 28 1. This Court has subject matter jurisdiction over the federal claims pursuant to 15

1 U.S.C. § 1121, 28 U.S.C. §§ 1331, 1338(a) and 1338(b) and has supplemental jurisdiction over the
2 related state law claims pursuant to 28 U.S.C. § 1367.

3
4 A Permanent Injunction shall be entered as follows:

5 2. Defendant MOHAMED (AKA MAX) GURDAL ERTEM, an individual
6 (“Ertem”), and all past and present and future agents, employees, attorneys, representatives,
7 assigns, trustees, successors, heirs, devisees, administrators, executors, and all other persons and
8 entities acting in concert or participation with Ertem, and all other persons and entities acting on
9 Ertem’s behalf or under his direction or control (including, without limitation, Brice Lee, Wee Le,
10 CheaperFloors.com, YFloor.com, and all other websites owned or operated by Ertem at the
11 present time or in the future) shall now knowingly use in commerce any of the trademarks
12 “WALKER & ZANGER,” U.S. Registration Nos. 2,682,961 and 3,188,720, “WALKER &
13 ZANGER ,” U.S. Registration No. 2,222,404, “COTE D’OR,” U.S. Registration No.
14 2,723,661, “IMPERIUM,” U.S. Registration No. 2,842,228, “OPUS ANTICATO,” U.S.
15 Registration No. 2,680,352, “PARADIGM,” U.S. Registration No. 3,166,241, “PAVIA
16 ANTICO,” U.S. Registration No. 3,440,638, “SHABUT,” U.S. Registration No. 2,668,559,
17 “TRIBECA,” U.S. Registration No. 2,831,239, “WATERFALL,” U.S. Registration No.
18 3,725,145, or any confusingly similar name or trademark, or any other trademark registered to or
19 used by Walker Zanger (or any confusingly similar name or trademark), in any marketing,
20 promotion, advertisement, distribution, sales, or which in connection with which such use is
21 otherwise likely to cause confusion or to cause mistake or to deceive (including, without
22 limitation, any usage on Facebook or CheaperFloors.com or YFloor.com or on any other website
23 (whether owned and operated by Ertem or by a third party) or any usage as meta tags, search
24 terms, domain names, or keywords anywhere on the Internet).

25 3. Defendant MOHAMED (AKA MAX) GURDAL ERTEM, an individual
26 (“Ertem”), and all past, present and future agents, employees, attorneys, representatives, assigns,
27 trustees, successors, heirs, devisees, administrators, executors, and all other persons and entities
28 acting in concert or participation with Ertem, and all other persons and entities acting on Ertem’s

1 behalf or under his direction or control (including, without limitation, Brice Lee, Wee Le,
2 CheaperFloors.com, YFloor.com, and all other websites owned or operated by Ertem at the
3 present time or in the future) shall not make any false designation of origin, false or misleading
4 description of fact, or false or misleading representation of fact relating to Walker Zanger or any
5 of its products. For example, without in any way limiting the above-stated terms, Defendant
6 MOHAMED (AKA MAX) GURDAL ERTEM and all past, present and future agents, employees,
7 attorneys, representatives, assigns, trustees, successors, heirs, devisees, administrators, executors,
8 and all other persons and entities acting in concert or participation with Ertem, and all other
9 persons and entities acting on Ertem's behalf or under his direction or control (including, without
10 limitation, Brice Lee, Wee Le, CheaperFloors.com, YFloor.com, and all other websites owned or
11 operated by Ertem) shall not state, represent, imply, or otherwise suggest that they carry, sell,
12 distribute, or have ever carried, sold, or distributed any Walker Zanger products.

13 4. Defendant MOHAMED (AKA MAX) GURDAL ERTEM, an individual
14 ("Ertem"), and all past, present and future agents, employees, attorneys, representatives, assigns,
15 trustees, successors, heirs, devisees, administrators, executors, and all other persons and entities
16 acting in concert or participation with Ertem, and all other persons and entities acting on Ertem's
17 behalf or under his direction or control (including, without limitation, Brice Lee, Wee Le,
18 CheaperFloors.com, YFloor.com, and all other websites owned or operated by Ertem at the
19 present time or in the future) shall not engage or participate in any act of selling, licensing,
20 manufacturing, copying, reproducing, counterfeiting, publishing, posting on the Internet
21 distributing, producing a colorable imitation of, publicly displaying, or otherwise using of any of
22 Walker Zanger's copyrighted works (including, without limitation, Walker Zanger's products, as
23 well as product designs and photographs and text from Walker Zanger's catalogues, Walker
24 Zanger's webpage, Walker Zanger's promotional materials, and Walker Zanger's Facebook page)
25 or any derivative works (of Walker Zanger's copyrighted works) or of otherwise infringing upon
26 any of Walker Zanger's copyrights.

27 5. Defendant MOHAMED (AKA MAX) GURDAL ERTEM, an individual
28 ("Ertem"), and all past, present and future agents, employees, attorneys, representatives, assigns,

1 trustees, successors, heirs, devisees, administrators, executors, and all other persons and entities
2 acting in concert or participation with Ertem, and all other persons and entities acting on Ertem's
3 behalf or under his direction or control (including, without limitation, Brice Lee, Wee Le,
4 CheaperFloors.com, YFloor.com, and all other websites owned or operated by Ertem at the
5 present time or in the future) shall not engage or participate in any act of selling or publicly
6 displaying any genuine Walker Zanger products.

7 6. Defendant MOHAMED (AKA MAX) GURDAL ERTEM, an individual
8 ("Ertem"), and all past, present and future agents, employees, attorneys, representatives, assigns,
9 trustees, successors, heirs, devisees, administrators, executors, and all other persons and entities
10 acting in concert or participation with Ertem, and all other persons and entities acting on Ertem's
11 behalf or under his direction or control (including, without limitation, Brice Lee, Wee Le,
12 CheaperFloors.com, YFloor.com, and all other websites owned or operated by Ertem at the
13 present time or in the future) shall not engage or participate in any act of making or creating (or of
14 attempting to make or create) any link, tag, posting, entry of text, or other input on Walker
15 Zanger's Facebook page or on any other webpage which Walker Zanger owns or operates.

16 7. Defendant MOHAMED (AKA MAX) GURDAL ERTEM, an individual
17 ("Ertem"), and all past, present and future agents, employees, attorneys, representatives, assigns,
18 trustees, successors, heirs, devisees, administrators, executors, and all other persons and entities
19 acting in concert or participation with Ertem, and all other persons and entities acting on Ertem's
20 behalf or under his direction or control (including, without limitation, Brice Lee, Wee Le,
21 CheaperFloors.com, YFloor.com, and all other websites owned or operated by Ertem at the
22 present time or in the future) shall not engage or participate in any act otherwise infringing
23 WALKER ZANGER'S rights.

24 8. In the event that either Plaintiff Walker Zanger or Defendant Ertem or any related
25 parties are required to make application to this Court to enforce the terms of this Consent
26 Judgment or the parties' confidential Settlement Agreement, such prevailing party shall be entitled
27 to recover from the non-prevailing other party (or parties), all reasonable attorney fees and
28 expenses related to such enforcement and appropriate sanctions in the discretion of this Court.

1 9. This Court shall retain subject matter and personal jurisdiction over the parties for
2 the interpretation and enforcement for all purposes of the parties' said confidential Settlement
3 Agreement and this Consent Judgment and Permanent Injunction.

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Dated: _____

United States District Court Magistrate Judge

1 Brian F. Buchanan, SBN 086017
Jeremy Friedman, SBN 249706
2 BUCHANAN & PATTERSON, LLP
300 South Grand Ave., Suite 2400
3 Los Angeles, California 90071
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E-mail: bbuchanan@bplawllp.com

5 Attorneys for Plaintiff
6 WALKER & ZANGER, INC.

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 WALKER & ZANGER, INC., a corporation,)
12 Plaintiffs,)

13 vs.)

14 LA CASTELLON TILE & STONE, INC., a)
corporation (dba LA CASTELLON)
15 TILE/HARDWOOD/BATH,)
CHEAPERFLOORS.COM, YFLOOR.COM,)
16 LA CASTELLON.COM); LA CASTELLON,)
INC., a corporation (dba LA CASTELLON)
17 TILE/HARDWOOD/BATH,)
CHEAPERFLOORS.COM, YFLOOR.COM,)
18 LA CASTELLON.COM) and DOES 1-100,)

19 Defendants.)
20)
21)
22)

Case No. C-13 774 MEJ
Assigned to Magistrate Judge Maria-Elena
James, San Francisco Courthouse,
Courtroom B

**NOTICE OF DISMISSAL OF ONLY
DEFENDANTS LA CASTELLON TILE &
STONE, INC. AND LA CASTELLON, INC.
PURSUANT TO FEDERAL RULES OF
CIVIL PROCEDURE 41(a)**

23 PLEASE TAKE NOTICE that ONLY Defendants LA CASTELLON TILE & STONE,
24 INC. and LA CASTELLON, INC. are dismissed from the Complaint brought by Plaintiff
25 WALKER & ZANGER, INC. (hereinafter, "WALKER ZANGER"). The dismissal is made
26 pursuant to Federal Rules of Civil Procedure 41(a).

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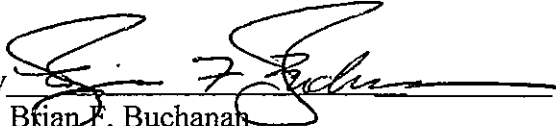
EXHIBIT 5 - 0018

1 For the sake of clarity, this notice does not dismiss any of the parties designated as DOES
2 1-100 (for example, without limitation, MOHAMED (AKA MAX) GURDAL ERTEM, who has
3 been designated by amendment as DOE 1).

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Dated: April 1, 2013

BUCHANAN & PATTERSON, LLP

By 
Brian F. Buchanan
Attorneys for Defendant and Cross-Complainant
WALKER & ZANGER, INC.