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12 Attorneys for Defendant  
 MACHINE JEANS, INC.

13  
 14 UNITED STATES DISTRICT COURT  
 15 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 16

17 LEVI STRAUSS & CO.,

18 Plaintiff,

19 v.

20 MACHINE JEANS, INC.,

21 Defendant.

Case No. 4:14-cv-04194 SI

**STIPULATION TO FINAL  
 JUDGMENT AND PERMANENT  
 INJUNCTION**

22  
 23 Plaintiff Levi Strauss & Co. and Defendant Machine Jeans, Inc. hereby stipulate to the facts  
 24 and conclusions contained in the attached Final Judgment and Permanent Injunction, and consent to its  
 25 entry by the Court.  
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 27  
 28

1 DATED: November 19, 2014

Respectfully submitted,

2 KILPATRICK TOWNSEND & STOCKTON LLP

3 By: /s/ Gia Cincone  
4 Gia Cincone  
5 Attorneys for Plaintiff  
LEVI STRAUSS & CO.

6 DATED: November 19, 2014

KNOBBE, MARTENS, OLSON & BEAR, LLP

7 By: /s/ Jeffrey L. Van Hoosear  
8 Jeffrey L. Van Hoosear  
9 Attorneys for Defendant  
MACHINE JEANS, INC.

10  
11 **ATTESTATION CLAUSE REGARDING SIGNATURES**

12 Pursuant to Local Rule No. 5-1(i)(3) regarding signatures, I attest under penalty of perjury that  
13 I have on file permission to sign for counsel indicated by a “conformed” signature within this e-filed  
14 document.

15  
16 /s/Gia L. Cincone  
17 Gia L. Cincone

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2  
3 UNITED STATES DISTRICT COURT  
4 FOR THE NORTHERN DISTRICT OF CALIFORNIA

5 LEVI STRAUSS & CO.,

6 Plaintiff,

7 v.

8 MACHINE JEANS, INC.,

9 Defendant.

Case No. 4:14-cv-04194 SI

~~PROPOSED~~ FINAL JUDGMENT  
AND PERMANENT INJUNCTION

10  
11 Plaintiff Levi Strauss & Co. (“LS&Co.”) has filed a Complaint alleging trademark  
12 infringement, dilution, and unfair competition under federal and California law against defendant  
13 Machine Jeans, Inc. (“Machine Jeans”). LS&Co. alleges that Machine Jeans has manufactured,  
14 distributed, promoted, and sold denim jeans under the brand name MACHINE JEANS that violate  
15 LS&Co.’s rights in its federally registered Arcuate Stitching Design and Tab trademarks.

16 The Court now enters final judgment based upon the following undisputed facts. Each party  
17 has waived the right to appeal from this final judgment and each party will bear its own fees and costs  
18 in connection with this action.

19 **I. FACTS AND CONCLUSIONS**

20 A. This Court has subject matter jurisdiction over this lawsuit and personal jurisdiction  
21 over Machine Jeans. Venue is proper in this Court.

22 B. LS&Co. owns the following trademarks, which are registered as indicated below.  
23 These trademarks are referred to collectively as the “LS&Co. Trademarks.”

24 1. The Arcuate Stitching Design Trademark. LS&Co. owns, among others, the  
25 following United States and California registrations for its Arcuate trademark as used on jeans and  
26 other casual apparel:

27 a. U.S. Registration No. 1,139,254 (first used as early as 1873; registered  
28 September 2, 1980);

1                                    b.        U.S. Registration No. 404,248 (first used as early as 1873; registered  
2 November 16, 1943);

3                                    c.        U.S. Registration No. 2,794,649 (first used as early as 1873; registered  
4 December 16, 2003);

5                                    d.        California Registration No. 088399 (first used as early as 1873;  
6 registered August 24, 1988).

7                                    2.        The Tab Device Trademark. LS&Co. owns, among others, the following  
8 United States registrations for its Tab trademark as used on jeans and other casual apparel:

9                                    a.        Registration No. 356,701 (first used as early as September 1, 1936;  
10 registered May 10, 1938);

11                                   b.        Registration No. 516,561 (first used as early as September 1, 1936;  
12 registered October 18, 1949);

13                                   c.        Registration No. 577,490 (first used as early as September 1, 1936;  
14 registered July 21, 1953);

15                                   d.        Registration No. 774,625 (first used as early as May 22, 1963; registered  
16 August 4, 1964);

17                                   e.        Registration No. 775,412 (first used as early as October 9, 1957;  
18 registered August 18, 1964);

19                                   f.        Registration No. 1,157,769 (first used as early as September 1, 1936;  
20 registered June 16, 1961).

21                                   C.        Machine Jeans has manufactured, distributed, promoted, and sold jeans under the brand  
22 name MACHINE JEANS that display the stitching designs illustrated in Exhibit A (the “Machine  
23 Designs”) and the pocket tab illustrated in Exhibit B (the “Machine Tab”).

24 **II.        PERMANENT INJUNCTION**

25                                   It is hereby ordered and adjudged as follows:

26                                   A.        Machine Jeans shall pay the sum of \$10,000.00 to LS&Co. within 15 (fifteen) days of  
27 entry of this Judgment. Payment shall be made by wire transfer to the following account:

1 Bank of America, N.A.  
Swift Code: BOFAUS3N  
2 Beneficiary Name Levi Strauss & Co.  
Beneficiary Account Number 1233502255  
3 Routing Number 026009593

4 B. Commencing as of the “So Ordered” date of this Final Judgment and Permanent  
5 Injunction, Machine Jeans, its principals, agents, employees, officers, directors, servants, privies,  
6 parents, subsidiaries, successors, and assigns, and all persons acting in concert or participating with it  
7 or under its control who receive actual notice of this Order, are hereby permanently enjoined and  
8 restrained, anywhere in the world, directly or indirectly, from doing, authorizing or procuring any  
9 persons to do any of the following:

10 1. Manufacturing, licensing, selling, offering for sale, distributing, importing,  
11 exporting, advertising, promoting, or displaying any garment that displays any of the Machine  
12 Designs or the Machine Tab, or any other design that is substantially similar to the LS&Co.  
13 Trademarks or to any of the Machine Designs or the Machine Tab;

14 2. Using or filing applications, now or in the future, for the registration of any of  
15 the Machine Designs or the Machine Tab, or any other trademarks, designs, or other intellectual  
16 property that is substantially similar to the LS&Co. Trademarks or to any of the Machine Designs or  
17 the Machine Tab; and

18 3. Assisting, aiding or abetting any person or entity engaging in or performing any  
19 act prohibited by this paragraph.

20 C. If Machine Jeans is found to be in contempt of this injunction by a court of law, it  
21 agrees that it will pay \$10,000.00 to LS&Co. as a liquidated penalty to compensate for attorneys’ fees  
22 in this proceeding and in enforcement proceedings, plus any other non-duplicative penalties or  
23 damages arising from the contempt.

24 D. This Court shall retain jurisdiction for the purpose of making any further orders  
25 necessary or proper for the construction or modification of this Judgment, the enforcement thereof,  
26 and/or the punishment for any violations thereof. If LS&Co. commences an action for enforcement of  
27 this Judgment, the prevailing party shall be awarded reasonable attorneys’ fees and costs from the  
28 other party.

1 IT IS SO ORDERED.

2  
3 DATED: 11/20/14 \_\_\_\_\_



\_\_\_\_\_  
4 Hon. Susan Illston  
5 United States District Judge

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# Exhibit A



Exhibit A-1





Exhibit A-2



Exhibit A-3



Exhibit A-4



Exhibit A-5



Exhibit A-6

# Exhibit B



Exhibit B