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 7

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN FRANCISCO DIVISION

11 **ANDERSEN TAX LLC**, a Delaware limited
 liability company,

12 Plaintiff,

13 v.

14 **STÉPHANE LAFFONT-RÉVEILHAC**, an
 15 individual; **VÉRONIQUE MARTINEZ**, an
 individual; **ARTHUR ANDERSEN & CO.**,
 16 **SAS**, a Société par Actions Simplifiée under
 the laws of France; and **MOHALA**
 17 **ENTERPRISES, LLC D/B/A SUNDIAL**
 18 **CONSULTING**, a California limited liability
 company.

19 Defendants.
 20

CASE NO. 17-CV-01311

**[PROPOSED] CONSENT JUDGMENT AND
 PERMANENT INJUNCTION AGAINST
 DEFENDANT MOHALA ENTERPRISES,
 LLC D/B/A SUNDIAL CONSULTING**

21 Plaintiff Andersen Tax LLC (“Plaintiff” or “Andersen Tax”) filed a Complaint on March
 22 13, 2017 against defendants Stéphane Laffont-Réveilhac (“Laffont-Reveihac”), Veronique
 23 Martinez (“Martinez”), Arthur Andersen & Co., SaS, formerly known as Quatre Juillet Maison
 24 Blanche, SaS, (“AA SAS”), and MoHala Enterprises, LLC d/b/a Sundial Consulting (“MoHala”)
 25 alleging trademark counterfeiting pursuant to 15 U.S.C. § 1114, trademark infringement pursuant
 26 to 15 U.S.C. § 1114, unfair competition arising under the California Business & Professions Code
 27 § 17200, *et seq.*, and other related claims.

28 Plaintiff and Defendant MoHala (the “Parties”) have now entered into a Confidential

1 Settlement Agreement to resolve the controversies and disputes between them arising out of and
2 relating to the matters alleged in the Complaint based on certain terms and conditions, including
3 the entry of a Consent Judgment in the following form. The Parties jointly request that this
4 Consent Judgment be entered by the Court.

5 **STIPULATED FACTS AND CONCLUSIONS**

6 Having considered the matters, IT IS HEREBY ORDERED, ADJUDGED AND
7 DECREED that:

8 1. This Court has jurisdiction over the subject matter of this action under 15 U.S.C. §
9 1121 and 28 U.S.C. §§ 1331, 1338, and 1367.

10 2. This Court has personal jurisdiction over Defendant MoHala and venue is proper
11 in this District under 28 U.S.C. § 1391.

12 3. Defendant MoHala is a limited liability company established under the laws of the
13 State of California with its principal place of business at 215 W. Franklin Street, Floor 3,
14 Monterey, California 93940.

15 4. Plaintiff owns the rights to the trademark ANDERSEN®, including all rights, title,
16 and interest, together with any and all goodwill associated therewith, in and to U.S. Trademark
17 Registration No. (“Reg. No.”) 2,777,252 for the mark ANDERSEN in connection with
18 “[e]ducational services, namely, conducting conferences in the fields of business,” in Class 41, as
19 well as U.S. Reg. No. 3,913,520 for the mark ANDERSEN in connection with “[p]roviding
20 facilities for educational training, business education and training, and educational conventions,”
21 in Class 41 (collectively, “ANDERSEN Registrations”). The ANDERSEN Registrations are in
22 full force and effect on the PTO’s Principal Register and gives rise to presumptions in favor of
23 Plaintiff with respect to validity, ownership, and exclusive nationwide rights to use the
24 ANDERSEN® mark throughout the United States.

25 5. Plaintiff has been using the trademark ANDERSEN TAX in U.S. commerce since
26 at least as early as September 2, 2014 to promote various services related to tax preparation and
27 consulting services and financial consulting and advisory services relating to tax.

28 6. Plaintiff also owns registered and common law U.S. trademark rights in its logo,

1 which consists of an image depicting a pair of three-panel double doors with a frame encasing
2 both the top and the sides of the doors (the “Double Doors Design Mark”). This includes U.S.
3 Reg. No. 5,078,595 for the Double Doors Design Mark in connection with various services
4 related to tax preparation and consulting services and business management consulting services,
5 in Class 35, and “financial advice relating to tax planning; financial consulting and advisory
6 services relating to tax,” in Class 36. The Double Doors Design Mark registration is in full force
7 and effect on the PTO’s Principal Register and gives rise to presumptions in favor of Plaintiff
8 with respect to validity, ownership, and exclusive nationwide rights to use the Double Doors
9 Design Mark throughout the United States.

10 7. At the time of the filing of the Complaint, Defendant MoHala was a member of the
11 network of individuals and entities recruited by defendant Laffont-Réveilhac and defendant
12 Martinez to become affiliates of defendant AA SAS. Defendant MoHala’s contact information
13 was listed on the website located at www.arthurandersenco.com/en/, as the “Monterey Partner” of
14 the network located in Monterey, California, U.S.A. Consistent with the Confidential Settlement
15 Agreement, Defendant MoHala has since withdrawn its membership from the AA SAS network.

16 **ORDER AND PERMANENT INJUNCTION**

17 Pursuant to the terms of the Confidential Settlement Agreement between the Parties,
18 Plaintiff and Defendant MoHala have agreed that Plaintiff is entitled to a permanent injunction
19 against Defendant MoHala. It is hereby ORDERED and adjudged that:

20 A. Defendant MoHala and its owners, subsidiaries, affiliates, directors, officers,
21 investors, agents, employees, and all persons or entities acting in concert or participation with
22 them who receive actual notice of this Order, are permanently restrained and enjoined from using,
23 applying to register as a trademark, or registering any domain name incorporating the name
24 ANDERSEN, ARTHUR ANDERSEN, or any other name or trademark containing the names
25 ANDERSEN or phonetic equivalents thereto, including without limitation, ANDERSON.

26 B. Defendant MoHala and its owners, subsidiaries, affiliates, directors, officers,
27 investors, agents, employees, and all persons or entities acting in concert or participation with
28 them who receive actual notice of this Order, are permanently restrained and enjoined from using

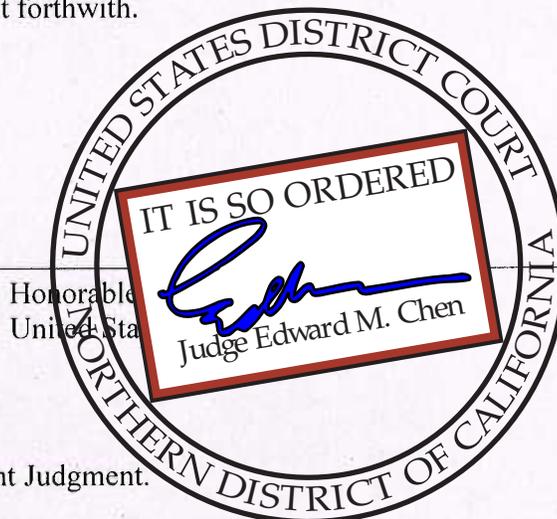
1 or applying to register as a trademark the Double Doors Design Mark or any icons, logos, or
2 images that are similar thereto.

3 C. This Court retains continuing jurisdiction over this action, including for purposes
4 of ensuring Defendant MoHala's compliance with this Consent Judgment.

5 D. Each party to this Consent Judgment shall bear its own attorney's fees and costs.
6 The Clerk is directed to enter this Consent Judgment forthwith.

7
8 **It is SO ORDERED AND ADJUDGED.**

9
10 Dated: April 17, 2017



11 Honorable
12 United States

13 Judge Edward M. Chen

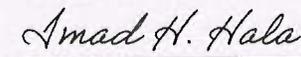
14 The Parties hereby agree to the terms of this Consent Judgment.

15 **APPROVED AS TO FORM AND CONTENT:**

16
17 Dated: April 13, 2017

18 
19 John W. Crittenden
20 Cooley LLP
21 Attorneys for Plaintiff
22 Andersen Tax LLC

23 Dated: April 12, 2017

24 
25 Imad H. Hala
26 CEO
27 Defendant MoHala Enterprises, LLC
28 d/b/a Sundial Consulting

144063041

PROOF OF SERVICE
(FRCP 5)

I am a citizen of the United States and a resident of the State of California. I am employed in San Francisco County, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years, and not a party to the within action. My business address is Cooley LLP, 101 California Street, 5th Floor, San Francisco, California 94111-5800. On the date set forth below I served the documents described below in the manner described below:

**PROPOSED CONSENT JUDGMENT AND PERMANENT INJUNCTION
AGAINST DEFENDANT MOHALA ENTERPRISES, LLC D/B/A SUNDIAL
CONSULTING**

(BY U.S. MAIL) I am personally and readily familiar with the business practice of Cooley LLP for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at San Francisco, California.

on the following part(ies) in this action:

MOHALA ENTERPRISES, LLC D/B/A SUNDIAL CONSULTING
C/O Northwest Registered Agent, Inc.
906 W 2nd Ave, Suite 100
Spokane, WA 99201

MOHALA ENTERPRISES, LLC D/B/A SUNDIAL CONSULTING
215 W. Franklin Street, 3rd Floor
Monterey, CA, 93940 .

Executed on April 13, 2017, at San Francisco, California.

/s/ Chantal Z. Hwang

Chantal Z. Hwang