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4 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
5 AT TACOMA

6 GLENCAIRN IP HOLDINGS LTD, and
7 GLENCARIN CRYSTAL STUDIO, LTD,

8 Plaintiff,

9 v.

10 PLAMAZONX, LLC,

11 Defendants.

Case No. 3:17-cv-05819-TLF

ORDER GRANTING STIPULATED
MOTION AND ORDER FOR
PERMANENT INJUNCTION AND
CONSENT JUDGMENT

12 This matter is before the Court on the parties' stipulated motion and order for permanent
13 injunction and consent judgment. Dkt. 12. The parties have consented to proceed before the
14 undersigned Magistrate Judge. Dkt. 14. Having considered the parties' motion, the Court finds
15 and ORDERS:

16 1. This Court has jurisdiction over the Parties and the subject matter of this action.
17 Venue is proper in the Western District of Washington.

18 2. In connection with the sale and marketing of its GLENCAIRN® Glass, Glencairn
19 has extensively used, and continues to use, the GLENCAIRN® Trade Dress, which has become
20 a well-known symbol of Glencairn and its goodwill. Glencairn owns trademark rights in the
21 GLENCAIRN® Trade Dress, including United States Registration No. 5,024,360.

22 3. Plamazonx and its agents, servants, officers, directors, employees, representatives,
23 successors, and assigns, and all others acting in concert or participation with Plamazonx (the
24 "Enjoined Parties"), are permanently enjoined from:

25 ORDER GRANTING STIPULATED MOTION AND
ORDER FOR PERMANENT INJUNCTION AND
CONSENT JUDGMENT - 1

1 3.1. Directly or indirectly infringing the GLENCAIRN® Trade Dress; or

2 3.2 Manufacturing, distributing, marketing, advertising, promoting, soliciting,
3 accepting orders for, selling, offering for sale, or importing into the United States, or
4 causing others to manufacture, distribute, market, advertise, promote, solicit, accept
5 orders for, sell, offer for sale, or import into the United States, any products bearing or
6 incorporating the GLENCAIRN® Trade Dress or any colorable imitation or variation that
7 is confusingly or substantially similar to the GLENCAIRN® Trade Dress, including, but
8 not limited to, the Del Rey Whiskey Glass.

9 4. By entering into this Permanent Injunction and Consent Judgment, Plamazonx
10 does not admit to any liability arising from the claims, transactions, or occurrences Glencairn
11 alleges in this action.

12 5. Within 15 days from the date of entry of this Permanent Injunction and Consent
13 Judgment, Plamazonx shall provide notice of this Permanent Injunction and Consent Judgment
14 to all Enjoined Parties, including any and all manufacturers, distributors, retailers, licensees, and
15 other persons or entities who have been, or who are reasonably expected to be, directly or
16 indirectly involved in the making, using, selling, offering to sell, importing or exporting of the
17 Del Rey Whiskey Glass.

18 6. The Parties agree that they shall not appeal from this Permanent Injunction and
19 Consent Judgment and each party waives all rights to do so.

20 7. Each party shall bear its own costs and fees, and this Permanent Injunction and
21 Consent Judgment is entered without an award of damages, profits, costs, attorneys' fees, or
22 disbursements to any party.

23 8. This Court retains jurisdiction over the Parties for purposes of enforcing this
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1 Permanent Injunction and Consent Judgment in every respect.

2 Dated this 5th day of December, 2017.

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Theresa L. Fricke
7 United States Magistrate Judge
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