

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

H-D U.S.A., LLC and HARLEY-
DAVIDSON MOTOR COMPANY
GROUP, LLC,

Plaintiffs,

v.

URBAN OUTFITTERS, INC., FREE
PEOPLE LLC, AND FREE PEOPLE OF
PA LLC,

Defendants.

Case No. 17-CV-30-JPS

ORDER

In this action, Plaintiffs allege trademark infringement and breach of contract by Defendants. (Docket #5). Defendants have denied liability, (Docket #11 at 1), but nonetheless on March 28, 2017, the parties notified the Court that they had settled this matter, (Docket #10). On April 3, 2017, the parties filed a stipulated request for entry of final judgment of permanent injunction as part of that settlement. (Docket #11). The Court will adopt their stipulation and enter judgment in line therewith.¹

Accordingly,

IT IS ORDERED that:

- A. This Court has jurisdiction over Plaintiffs and Defendants.
- B. Defendants and their respective officers, directors, employees, owners, parents, subsidiaries, affiliates, divisions, related companies, retailers, and all persons in active concert or participation with any of them

¹Defendant Free People LLC merged into Defendant Free People of PA LLC. (Docket #11 at 1). The parties nevertheless reference Free People LLC in their stipulated judgment. *Id.* at 2-5. Out of an abundance of caution, the Court will retain Free People LLC in the case caption and maintain references thereto in this Order.

who receive actual notice of this Order by personal service or otherwise, are hereby **PERMANENTLY ENJOINED** from directly or indirectly:

1. Manufacturing, advertising, promoting, distributing, shipping, offering for sale, and selling any of the products shown on pages 3 and 4 of the parties' stipulation (Docket #11 at 3-4) (collectively, the "Disputed Products");
2. Manufacturing, advertising, promoting, distributing, shipping, offering for sale, and selling any other products bearing the Harley-Davidson Trademarks, the trademarks owned by Plaintiffs shown in Exhibit A to the parties' stipulation (Docket #11 at 8-36), and any trademarks, names, logos, or other identifiers that are confusingly similar to or likely to dilute or tarnish any such marks (excluding genuine, unaltered, authorized Harley-Davidson products, if any);
3. Manufacturing, advertising, promoting, distributing, shipping, offering for sale, and selling genuine Harley-Davidson products that have been altered or reconstructed;
4. Falsely representing by any means whatsoever, directly or indirectly, that Defendants, any products or services offered by Defendants, or any activities undertaken by Defendants, are authorized, licensed, or otherwise affiliated with Plaintiffs; and
5. Instructing, assisting, aiding, or abetting any other person or business entity in engaging or in performing any of the activities referred to in subparagraphs B.1 through B.4 above.

C. This Court shall retain jurisdiction of any disputes between the parties, their heirs, successors, and assigns with respect to enforcement of the

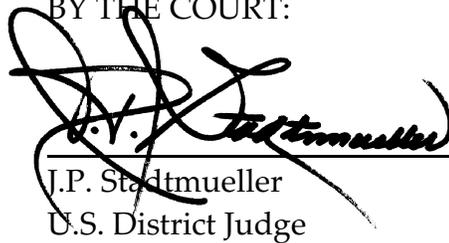
Stipulated Final Judgment of Permanent Injunction and the agreement entered into between the parties to settle the above-captioned action.

IT IS FURTHER ORDERED that this action be and the same is hereby **DISMISSED with prejudice.**

The Clerk of the Court is directed to enter judgment accordingly.

Dated at Milwaukee, Wisconsin, this 28th day of April, 2017.

BY THE COURT:



J.P. Stadtmueller
U.S. District Judge