

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LOUIS VUITTON MALLETIER,

Plaintiff,

-against-

FOREVER WIN TRADING, INC., LUCKY PHOENIX, INC., YUE CHAN YE, NHU THI PHUONG DEAN, TPA INTERNATIONAL, INC., THANK TRAN LAM, JTF 277 CANAL STREET, TOP DESIGN FASHION, INC., PSK AMERICA, FAR FAR SPORTS, INC., NENEX INTERNATIONAL TRADING, INC., WANG GUO KANG, XINGHUA HUANG AND JIN LONG LIN, CHANG XING, INC., NEW AGE TRADING, INC., JIN PING ZHANG, JIAN LIANG GE, and JOHN AND JANE DOES I - XX,

Defendants.

Case No.: 06 CV 3266 (TPG)

**CONSENT DECREE FOR A
PERMANENT INJUNCTION BY
LUCKY PHOENIX, INC.**

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Plaintiff Louis Vuitton Malletier (**Louis Vuitton** or **LV**), having commenced this action (the **Lawsuit**), against, inter alia, Defendant Lucky Phoenix, Inc. (**Lucky Phoenix**) for relief pursuant to the Trademark Act of 1946, 15 U.S.C. § 1051, et seq., specifically under 15 U.S.C. §§ 1114(1) and 1125(a), the Copyright Act of 1976, 17 U.S.C. § 501, et seq., New York Real Property Law § 231(2), and under the laws of the State of New York, and having stipulated and consented to the entry of this Consent Decree for a Permanent Injunction, and Lucky Phoenix disclaiming and denying any fault or wrongdoing in connection with the allegations made in the Complaint in the above-referenced action, and Lucky Phoenix disclaiming and denying all liability to LV and/or any other defendant in this lawsuit, and the parties' acknowledging that the other enters into this Consent Decree for the purpose of efficiently resolving this litigation,

IT IS HEREBY ORDERED that

Lucky Phoenix and each of its respective parents, subsidiaries, divisions, predecessors, partners, owners, representatives, stockholders, agents, officers, directors, servants, employees, clerks, receptionists, attendants, affiliates, successors and assigns, are permanently enjoined and restrained from the following acts at 277 Canal Store "A" as denominated on the diagram attached as **Exhibit A (the Property)**:

1. Using, modifying, disseminating, marketing, selling or offering to sell any Louis Vuitton counterfeit product in any manner whatsoever;
2. Misusing, imitating, copying, making or infringing of any of the Louis Vuitton Trademarks in any manner whatsoever at any location;
3. Selling, duplicating, assembling, producing, distributing, offering for sale or distribution, circulating, importing, exporting, advertising or marketing, promoting, displaying, transferring and/or moving any product or thing bearing any simulation, reproduction, counterfeit, copy or colorable imitation of the Louis Vuitton Trademarks in any manner whatsoever at any location;
4. Using any simulation, counterfeit, reproduction, copy or colorable imitation of the Louis Vuitton Trademarks in connection with the manufacture, duplication, assembly, production, distribution, offer for distribution, sale, offer for sale, circulation, advertisement, import, export, marketing, promotion, printing, display, transfer and/or movement of any merchandise, product or thing not authorized or licensed by Plaintiff;
5. Selling, duplicating, assembling, producing, distributing, offering for sale or distribution, circulating, importing, exporting, advertising or marketing, promoting, displaying, transferring and/or moving any product or thing bearing any simulation,

reproduction, counterfeit, copy or colorable imitation of any "look alike" items resembling the Louis Vuitton Trademarks in any manner whatsoever, including but not limited to items bearing the patterns identified in the attached **Exhibit B**;

6. Engaging in any other activity constituting an infringement of the Trademarks or of Plaintiff's rights in, or right to use or to exploit, the Louis Vuitton Trademarks, or constituting any dilution of Plaintiff's name, reputation or goodwill;

7. Engaging in any other activity constituting an infringement of any of the Louis Vuitton Trademarks or of Plaintiff's rights in, or right to use or to exploit, the Louis Vuitton Trademarks; and it is further

ORDERED, that Defendant is hereby compelled to do the following:

8. While Defendant occupies the Property, Defendant shall permit and not interfere with the installation and affixation of signs provided by Plaintiff in the form annexed as **Exhibit C** throughout the Property notifying potential patrons that the sale and purchase of counterfeit Louis Vuitton items at that premises is prohibited and punishable by law in a highly visible and public location on both the inside and (to the extent physically possible and in accordance with the law) on the outside of the Property. Defendant agrees to maintain, preserve, and not remove, interfere with, obstruct, mutilate, or otherwise conceal, the signs;

9. Defendant agrees to comply with any Monitors and Investigators employed by either (a) the Landlord of the Property or (b) Louis Vuitton, and to allow said Monitors or Investigators to perform random inspections of the Property and the premises under Defendant's possession, including but not limited to all public areas as well as closets, basements, ceiling spaces, storage spaces, and back rooms.

10. Lucky Phoenix, the tenant of record of Store A located at 277 Canal

Street, shall prohibit all of its future tenants, subtenants, sublessees, sub-sub-lessees, undertenants, assignees, concessionaires, occupants, or any other person who, with or without the consent of Lucky Phoenix, enters onto or about the premises, from offering, displaying and/or selling any goods or products which would be considered "counterfeit" Louis Vuitton merchandise as detailed in paragraphs "1" through "7" above for as long as it holds a lease with the Landlord of 277 Canal Street, which is currently the entity known as "277 Canal Associates, LLC." Lucky Phoenix shall further require all of its future tenants, subtenants, sublessees, sub-sub-lessees, undertenants, assignees, concessionaires, occupants, or any other person who, with or without the consent of Lucky Phoenix, enters into or about the premises, to comply with paragraphs "8" and "9" above for as long as it holds a lease with the Landlord of 277 Canal Street: currently, 277 Canal Associates, LLC; and Lucky Phoenix affirmatively represent that neither Lucky Phoenix nor Soon Lee occupy, operate, or possess 277 Canal Street Store "B"; and it is further

ORDERED, that contingent on full compliance with this Consent Decree, upon expiration of Defendant's current lease without renewal and full vacating of the Premises, this Lawsuit shall be discontinued with prejudice as against Defendant as to the Property; and it is further

ORDERED, that this Court shall retain jurisdiction to the extent necessary to enforce, and to determine any issues that may arise under, this Consent Decree; and it is further

ORDERED, that this Consent Decree shall be filed with the Court; and it is further

ORDERED, that the Defendant hereby acknowledges receipt of this Permanent Injunction, and no further service shall be necessary.

SO ORDERED.

Dated: August ~~1~~, 2006

Oct. 3, 2006

Thomas P. Griesa

Honorable Thomas P. Griesa
United States District Judge