

1 JOHNSON & PHAM, LLP  
 2 Christopher D. Johnson, SBN: 222698  
 3 E-mail: [cjohnson@johnsonpham.com](mailto:cjohnson@johnsonpham.com)  
 4 Christopher Q. Pham, SBN: 206697  
 5 E-mail: [cpham@johnsonpham.com](mailto:cpham@johnsonpham.com)  
 6 Marcus F. Chaney, SBN: 245227  
 7 E-mail: [mchaney@johnsonpham.com](mailto:mchaney@johnsonpham.com)  
 8 Ani S. Garibyan, SBN: 274846  
 9 E-mail: [agaribyan@johnsonpham.com](mailto:agaribyan@johnsonpham.com)  
 10 Brett P. Ralston, SBN: 287342  
 11 E-mail: [bralston@johnsonpham.com](mailto:bralston@johnsonpham.com)  
 12 6355 Topanga Canyon Boulevard, Suite 326  
 13 Woodland Hills, California 91367  
 14 Telephone: (818) 888-7540  
 15 Facsimile: (818) 888-7544

16 Attorneys for Plaintiff  
 17 OTTER PRODUCTS, LLC

18 **UNITED STATES DISTRICT COURT**  
 19 **CENTRAL DISTRICT OF CALIFORNIA**

20 OTTER PRODUCTS, LLC, a Colorado  
 21 Limited Liability Company,

22 Plaintiff,

23 v.

24 MARISSA LESPERANCE, an  
 25 Individual; and DOES 1-10, Inclusive,

26 Defendants.

Case No.: CV13-01497 CBM (MRWx)

**JUDGMENT [JS-6]**

27 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

28 ///

1 Plaintiff, OTTER PRODUCTS, LLC (“Plaintiff”), is hereby awarded final  
2 judgment on its claims for relief against Defendant MARISSA LESPERANCE  
3 (“Defendant”), in the sum of \$1,200,000.00 (15 U.S.C. §1117 (c)(2)), as the  
4 prevailing party in this action, pursuant to Rule 55(b) of the *Federal Rules of Civil*  
5 *Procedure* and under Local Rule 55-1. Under Local Rule 55-3, Plaintiff is  
6 awarded attorneys’ fees of \$5,600.00. Pursuant to 15 U.S.C. §1117(a), Plaintiff is  
7 entitled to judgment against said Defendant for recovery of total costs Plaintiff has  
8 incurred in this action due to Defendant’s violation of 15 U.S.C. §1125(a), and  
9 willful violation of 15 U.S.C. §1125(c) in the amount of \$524.00.

10 Furthermore, IT IS HEREBY ORDERED that Defendant and her agents,  
11 employees, officers, directors, owners, attorneys, representatives, successor  
12 companies, related companies, and all persons acting in concert or participation  
13 with her, and each of them, shall be permanently restrained from:

14 a. The import, export, making, manufacture, reproduction, assembly,  
15 use, acquisition, purchase, offer, sale, transfer, brokerage, consignment,  
16 distribution, shipment, licensing, development, display, delivery, marketing,  
17 advertising or promotion of the counterfeit OTTERBOX® product identified in the  
18 Complaint and any other unauthorized OTTERBOX® product, or products bearing  
19 Plaintiff’s Trademarks (including any non-genuine reproduction, counterfeit, copy  
20 or colorable imitation thereof).

21 b. The import, export, making, manufacture, reproduction, assembly,  
22 use, acquisition, purchase, offer, sale, transfer, brokerage, consignment,  
23 distribution, shipment, licensing, development, display, delivery, marketing,  
24 advertising or promotion of the infringing and diluting product identified in the  
25 Complaint and any other product which infringes or dilutes any Plaintiff’s  
26 Trademark, trade name and/or trade dress including, but not limited to, any of  
27 Plaintiff’s Trademarks at issue in this action.

28 c. The unauthorized use, in any manner whatsoever, of any Plaintiff’s

1 trademark, trade name and/or trade dress including, but not limited to, the  
2 Plaintiff's Trademarks at issue in this action, any variants, colorable imitations,  
3 translations and/or simulations thereof and/or any items that are confusingly  
4 similar thereto, including specifically:

5 i. on or in conjunction with any product or service; and

6 ii. on or in conjunction with any advertising, promotional  
7 materials, labels, hangtags, packaging, or containers.

8 d. The use of any trademark, trade name, or trade dress that falsely  
9 represents, or is likely to confuse, mislead or deceive purchasers, customers, or  
10 members of the public to believe that unauthorized product imported, exported,  
11 manufactured, reproduced, distributed, assembled, acquired, purchased, offered,  
12 sold, transferred, brokered, consigned, distributed, stored, shipped, marketed,  
13 advertised and/or promoted by Defendant originates from Plaintiff, or that said  
14 merchandise has been sponsored, approved, licensed by, or associated with  
15 Plaintiff or is, in some way, connected or affiliated with Plaintiff.

16 e. Engaging in any conduct that falsely represents that, or is likely to  
17 confuse, mislead, or deceive purchasers, customers, or members of the public to  
18 believe that Defendant herself is connected with, or is in some way sponsored by  
19 or affiliated with Plaintiff, purchases product from or otherwise has a business  
20 relationship with Plaintiff.

21 f. Affixing, applying, annexing, or using in connection with the  
22 manufacture, distribution, advertising, sale, and/or offering for sale or other use of  
23 any goods, a false description or representation, including words or symbols,  
24 tending to falsely describe or represent such goods as being those of Plaintiff.

25 g. Hiding, disposing of, destroying, moving, relocating or transferring  
26 any and all products, advertising, promotional materials, labels, hangtags,  
27 packaging or containers bearing any of Plaintiff's Trademarks; and/or

28 h. Disposing of, destroying, moving, relocating or transferring any

1 documents or things, including electronic records, pertaining to the purchase,  
2 procurement, development, making, manufacture, use, display, advertisement,  
3 marketing, licensing, sale, offer for sale, distribution, shipping, or delivery of any  
4 products or services bearing any Plaintiff's Trademarks or which otherwise refer or  
5 relate to Plaintiff or any of Plaintiff's Trademarks.

6  
7 IT IS SO ORDERED.

8  
9 DATED: July 18, 2013

10  
11 By:  \_\_\_\_\_

Hon. Consuelo B. Marshall  
United States District Court Judge for  
the Central District of California