



1           On June 9, 2016, the Court granted in part and denied in part Plaintiff  
2 Oakley, Inc.’s motion for default judgment. (Doc. 21.) In its order, the Court  
3 granted Oakley’s motion as to liability against Defendant Moda Collection,  
4 LLC for patent infringement under the Patent Act. (*Id.*) The Court denied the  
5 motion as to all remaining claims. (*Id.*) On September 28, 2016, the Court  
6 granted Oakley’s renewed motion for default judgment and Oakley’s underlying  
7 request for permanent injunctive relief, damages, and attorneys’ fees and costs.  
8 (Doc. 29.)

9           Therefore, **IT IS HEREBY ORDERED THAT:**

10           1. Final judgment as to liability is hereby entered against Moda  
11 Collection for the foregoing claim. As explained in the above Orders (Docs. 21,  
12 29), the Court finds there is good cause and there is no just reason for delay to  
13 enter final judgment against Moda Collection.

14           2. Oakley is awarded \$100,000 in statutory damages, \$5,600 in  
15 attorneys’ fees, and costs to be determined by the Court Clerk.

16           3. Moda Collection shall take nothing.

17           4. Moda Collection and its officers, agents, and employees, and all  
18 those persons in active concert or participation with them who receive actual  
19 notice of this Order by personal service or otherwise, are hereby  
20 PERMANENTLY ENJOINED from directly or indirectly infringing:

21           a. Oakley’s United States Patent No. D692,047 (the “D047  
22 Patent”) in violation of 35 U.S.C. § 271 by making, using,  
23 selling, offering for sale and/or importing products which are  
24 covered by the claim of the D047 Patent, including but not  
25 limited to Defendant’s *MD3072-RV* model sunglasses, or any  
26 product that is merely a colorable variation thereof, during the  
27 term of the D047 Patent;

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- b. Oakley’s United States Patent No. D700,933 (the “D933 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D933 Patent, including but not limited to Defendant’s *MD3046* and *MD3046-RV* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D933 Patent;
- c. Oakley’s United States Patent No. D610,603 (the “D603 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D603 Patent, including but not limited to Defendant’s *OV5453K* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D603 Patent;
- d. Oakley’s United States Patent No. D615,580 (the “D580 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D580 Patent, including but not limited to Defendant’s *OV5457K* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D580 Patent;
- e. Oakley’s United States Patent No. D573,172 (the “D172 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D172 Patent, including but not limited to Defendant’s *OU004KK* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D172 Patent;

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- f. Oakley’s United States Patent No. D565,088 (the “D088 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D088 Patent, including but not limited to Defendant’s *OU004KK* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D088 Patent;
- g. Oakley’s United States Patent No. D564,572 (the “D572 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D572 Patent, including but not limited to Defendant’s *MD3017* and *OV21K* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D572 Patent;
- h. Oakley’s United States Patent No. D652,442 (the “D442 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D442 Patent, including but not limited to Defendant’s *OV5454K* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D442 Patent;
- i. Oakley’s United States Patent No. D547,793 (the “D793 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D793 Patent, including but not limited to Defendant’s *OV5001PK* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D793 Patent;

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- j. Oakley’s United States Patent No. D469,458 (the “D458 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D458 Patent, including but not limited to Defendant’s *RAA08PB* and *5423* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D458 Patent;
- k. Oakley’s United States Patent No. D462,375 (the “D375 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D375 Patent, including but not limited to Defendant’s *5425* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D375 Patent;
- l. Oakley’s United States Patent No. D564,571 (the “D571 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D571 Patent, including but not limited to Defendant’s *OH22407K* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D571 Patent;
- m. Oakley’s United States Patent No. D648,771 (the “D771 Patent”) in violation of 35 U.S.C. § 271 by making, using, selling, offering for sale and/or importing products which are covered by the claim of the D771 Patent, including but not limited to Defendant’s *PG4816* model sunglasses, or any product that is merely a colorable variation thereof, during the term of the D771 Patent.

1           5.     After entry of this Judgment and Permanent Injunction, Oakley  
2 shall promptly serve a copy of the Judgment and Permanent Injunction on Moda  
3 Collection, and Oakley shall file with the Court a proof of service within 15  
4 days thereafter.

5           6.     The Court retains jurisdiction over this matter for the purpose of  
6 making any further orders necessary or proper for the construction of this  
7 Judgment and Permanent Injunction, the enforcement thereof, and the  
8 punishment of any violations thereof.

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10    **IT IS SO ORDERED.**

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13    Dated: September 28, 2016

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Honorable Josephine L. Staton  
United States District Judge

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