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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

PADDED SPACES LLC,  
  
Plaintiff,  
  
v.  
  
DAVID WEISS, et al.,  
  
Defendants.

CASE NO. C21-0751JLR  
  
ORDER GRANTING MOTION  
FOR DEFAULT JUDGMENT

**I. INTRODUCTION**

Before the court is Plaintiff Padded Spaces LLC’s (“Padded Spaces”) motion for entry of default judgment against Defendant Yalong Technology Co. Ltd. (“Yalong”). (Mot. (Dkt. # 20).) Padded Spaces also seeks, as a remedy, the entry of a permanent injunction preventing Yalong from infringing Padded Spaces’s intellectual property rights. (*Id.* at 11-15.) Yalong has not filed a response to the motion, nor has it otherwise appeared in this action. (*See generally* Dkt.) The court has reviewed the motion, the relevant portions of the record, and the governing law. Being fully advised, the court

1 GRANTS Padded Spaces’s motion for default judgment and its request for a permanent  
2 injunction.

## 3 II. BACKGROUND

4 Padded Spaces filed this lawsuit against Defendants David Weiss, Gutbench LLC,  
5 Gutbanch Inc., and Yalong (collectively, “Defendants”) on June 8, 2021. (Compl. (Dkt.  
6 # 1).) It amended its complaint on August 8, 2021. (Am. Compl. (Dkt. # 5).) On  
7 September 16, 2021, Padded Spaces voluntarily dismissed its claims against all of the  
8 Defendants except Yalong. (9/16/21 Not. (Dkt. # 8).)

9 Padded Spaces designs and manufactures products that “enhance[e] consumers’  
10 use of tablets, laptops, and other similar devices.” (Am. Compl. ¶ 13.) One of its most  
11 popular products is the Prop ‘n Go Slim lap desk (“Prop ‘n Go Lap Desk”), which  
12 “provides a more comfortable way for users to use their tablets, laptops, and other  
13 devices.” (*Id.* ¶ 14.) On December 16, 2014, Padded Spaces obtained U.S. Patent No.  
14 8,910,838 (the “’838 Patent”) for its Prop ‘n Go Lap Desk. (*Id.* ¶¶ 18-21; *see id.*, Ex. A.)

15 Padded Spaces alleges that Yalong, an entity organized under the laws of the  
16 People’s Republic of China, is unlawfully selling products that infringe on Padded  
17 Spaces’s patent and trade dress in its Prop ‘n Go Slip lap desk (the “Accused Products”)  
18 on Amazon.com through the seller accounts “zhanwang” and “gYaron.”<sup>1</sup> (*See generally*

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19  
20 <sup>1</sup> The product description on Amazon.com is “Tablet Pillow Holder for Lap, sproerden  
21 Pillow Stand with 14 Adjustable Angels for iPad Pro/iPad Air/iPad Mini, Also Compatible with  
22 Amazon Fire Samsung Tab and More Tablets.” (*See* 7/15/22 Shewmake Decl. (Dkt. # 20-1) ¶ 4,  
Ex. B (July 6, 2022 screenshot of gYaron’s listing for the Accused Product on Amazon.com); *see*  
*also* Am. Compl., Ex. B at 2 (Amazon.com order details for the Accused Product purchased from  
gYaron, bearing a similar description).)

1 Am. Compl.) It alleges claims against Yalong for patent infringement under 35 U.S.C.  
2 § 271 (*id.* ¶¶ 41-53); trade dress infringement and false designation of origin under the  
3 Lanham Act, 15 U.S.C. § 1125(a) (*id.* ¶¶ 54-59); unfair and deceptive trade practices in  
4 violation of the Washington Consumer Protection Act (“CPA”), RCW 19.86.020  
5 (*id.* ¶¶ 60-64); common law trade dress infringement (*id.* ¶¶ 65-68); and common law  
6 unfair competition (*id.* ¶¶69-72). In relevant part, Padded Spaces seeks a permanent  
7 injunction to prevent Yalong from continuing to infringe Padded Spaces’s patent and  
8 trademark rights. (*See id.* at 23-24.<sup>2</sup>)

9 On May 5, 2022, the court granted Padded Spaces’s motion for alternative service  
10 of process after Padded Spaces was unsuccessful in its efforts to serve Yalong in  
11 accordance with the Hague Convention on the Service Abroad of Judicial and  
12 Extrajudicial Documents (“Hague Convention”). (5/5/22 Order (Dkt. # 14).)  
13 Specifically, the Central Authority designated by the People’s Republic of China was  
14 unable to locate Yalong despite searching multiple databases and making inquiries to  
15 local officials. (*See id.* at 3.) The court granted Padded Spaces leave to serve Yalong  
16 using the email address associated with the “zhanwang” Amazon seller profile and by  
17 message sent to the “gYaron” seller profile through the Amazon.com storefront  
18 messaging system. (*Id.* at 6-8); *see Rubies Costume Co. v. Yiwu Hua Hao Toys Co., Ltd.*,  
19 No. C18-1530RAJ, 2019 WL 6310564, at \*4 (W.D. Wash. Nov. 25, 2019) (authorizing  
20

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21 <sup>2</sup> Although Padded Spaces included requests for damages and attorney’s fees in its prayer  
22 for relief (*see id.* at 24), Padded Spaces does not seek monetary relief in its motion for default  
judgment (*see Mot.* at 9).

1 service of process on defendants located in China via email and Amazon seller account  
2 storefronts). Padded Spaces effected service using these alternative methods on May 10,  
3 2022. (Aff. of Service (Dkt. # 15).) After Yalong did not answer or otherwise defend  
4 against the allegations in Padded Spaces’s amended complaint, Padded Spaces moved for  
5 default. (Mot. for Default (Dkt. # 16).) The Clerk entered default against Yalong on  
6 June 6, 2022. (Entry of Default (Dkt. # 17).)

### 7 **III. ANALYSIS**

8 Below, the court analyzes its jurisdiction over this matter and then considers  
9 Padded Spaces’s motion for entry of default judgment and request for a permanent  
10 injunction.

#### 11 **A. Jurisdiction**

12 When considering entry of default judgment, the court must first examine its  
13 jurisdiction over the subject matter and the parties. *See In re Tuli*, 172 F.3d 707, 712 (9th  
14 Cir. 1999). The court does so below.

##### 15 1. Subject Matter Jurisdiction

16 There can be no reasonable dispute that the court has subject matter jurisdiction  
17 over this matter. The court has federal question jurisdiction over Padded Spaces’s claims  
18 for patent infringement and for trade dress infringement and false designation under the  
19 Lanham Act. 28 U.S.C. § 1331; *see also* 28 U.S.C. § 1338(a) (“The district courts shall  
20 have original jurisdiction of any civil action arising under any Act of Congress relating to  
21 patents . . . and trademarks.”). It has supplemental jurisdiction over Padded Spaces’s  
22 state-law claims for unfair and deceptive trade practices, common law trade dress

1 infringement, and common law unfair competition because those claims are “so related”  
2 to the patent, trade dress, and false designation claims as to “form part of the same case  
3 or controversy.” 28 U.S.C. § 1367.

4 2. Personal Jurisdiction

5 Where no applicable federal statute addresses the issue, a court’s personal  
6 jurisdiction analysis begins with the “long-arm” statute of the state in which the court  
7 sits. *Glencore Grain Rotterdam B.V. v. Shivnath Rai Harnarain Co.*, 284 F.3d 1114,  
8 1123 (9th Cir. 2002). Washington’s long-arm statute is coextensive with federal due  
9 process requirements. *See* RCW 4.28.185; *see also* *Downing v. Losvar*, 507 P.3d 894,  
10 905-06 (Wash. Ct. App. 2022) (noting that “the Washington Supreme Court has  
11 consistently ruled that the state long-arm statute permits jurisdiction over . . . foreign  
12 corporations to the extent permitted by the due process clause of the United States  
13 Constitution.”). The court must consider “whether the requirements of due process are  
14 satisfied by [its] exercise of personal jurisdiction over” Yalong. *Panavision Int’l v.*  
15 *Toeppen*, 141 F.3d 1316, 1320 (9th Cir. 1998). The Ninth Circuit uses a three-prong test  
16 to determine whether a non-resident defendant is subject to specific personal jurisdiction:

17 (1) The non-resident defendant must purposefully direct his activities or  
18 consummate some transaction with the forum or resident thereof; or perform  
19 some act by which he purposefully avails himself of the privilege of  
conducting activities in the forum, thereby invoking the benefits and  
protections of its laws;

20 (2) the claim must be one which arises out of or relates to the defendant’s  
forum-related activities; and

21 (3) the exercise of jurisdiction must comport with fair play and substantial  
22 justice, i.e. it must be reasonable.

1 *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004) (quoting  
2 *Lake v. Lake*, 817 F.2d 1416, 1421 (9th Cir. 1987)).

3  
4 Based on these factors, the court concludes that its exercise of specific personal  
5 jurisdiction over Yalong is proper. First, Padded Spaces has alleged that Yalong  
6 “purposefully and intentionally availed” itself “of the privileges of doing business in the  
7 State of Washington” by selling its infringing products in Washington (through the  
8 Amazon.com website) to customers and potential customers who reside in Washington.  
9 (Am. Compl. ¶¶ 11, 23, 42; *id.*, Ex. B.) Second, Padded Spaces’s claims arise from  
10 Yalong’s conduct directed toward Washington. (*See id.* ¶¶ 41-72.) Finally, there is no  
11 evidence in the record that would indicate that the court’s exercise of jurisdiction would  
12 be unreasonable; to the contrary, Yalong was properly served with the summons and  
13 complaint over two months ago and has failed to appear in this action. (*See generally*  
14 Dkt.) Satisfied that it has both subject matter and personal jurisdiction, the court  
15 proceeds to consider Padded Spaces’s motion for default judgment.

## 16 **B. Default Judgment**

17 Federal Rule of Civil Procedure 55(b)(2) provides that after default is entered,  
18 courts have discretion to enter a default judgment. *Aldabe v. Aldabe*, 616 F.2d 1089,  
19 1092 (9th Cir. 1980); *see also* Local Rules W.D. Wash. LCR 55(b). In evaluating a  
20 motion for default judgment, the court must accept all well-pleaded allegations of the  
21 complaint as established fact, except for those allegations related to the amount of  
22 damages. *Derek Andrew, Inc. v. Poof Apparel Corp.*, 528 F.3d 696, 702 (9th Cir. 2008)

1 (quoting *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987)).

2 When deciding whether to enter a default judgment, courts in the Ninth Circuit consider  
3 the following factors:

4 (1) the possibility of prejudice to plaintiff, (2) the merits of plaintiff's  
5 substantive claim, (3) the sufficiency of the complaint, (4) the sum of money  
6 at stake in the action, (5) the possibility of a dispute concerning material  
7 facts, (6) whether the default was due to the excusable neglect, and (7) the  
8 strong policy underlying the Federal Rules of Civil Procedure favoring  
9 decisions on the merits.

10 *Eitel v. McCool*, 782 F.2d 1470, 1471 (9th Cir. 1986). The court considers each of these  
11 *Eitel* factors in turn and determines that entering a default judgment is appropriate in this  
12 case.

13 1. Possibility of Prejudice to Plaintiff

14 The first *Eitel* factor supports default judgment because otherwise, Padded Spaces  
15 will be “without other recourse for recovery.” *Philip Morris USA Inc. v. Castworld*  
16 *Prods., Inc.*, 219 F.R.D. 494, 499 (C.D. Cal. 2003). Because Yalong has defaulted, it is  
17 deemed to have admitted the truth of Padded Spaces’s allegations regarding its past and  
18 continuing loss of market share, goodwill, and reputation. *Id.*; (Am. Compl. ¶¶ 23-26,  
19 51). The court concludes that Padded Spaces will suffer prejudice if the court does not  
20 enter default judgment.

21 2. Substantive Merits and Sufficiency of the Complaint

22 “The second and third *Eitel* factors—the substantive merits of the claim and the  
sufficiency of the complaint—are often analyzed together.” *Curtis v. Illumination Arts,*  
*Inc.*, 33 F. Supp. 3d 1200, 1211 (W.D. Wash. 2014) (citing *PepsiCo., Inc. v. Cal. Sec.*

1 *Cans*, 238 F. Supp. 2d 1172, 1175 (C.D. Cal. 2002)). They “require that a plaintiff state a  
2 claim on which the [plaintiff] may recover.” *PepsiCo., Inc.*, 238 F. Supp. 2d at 1175.  
3 Because Padded Spaces has sufficiently alleged the elements of each of its claims as  
4 described below, the court concludes that the second and third *Eitel* factors weigh in  
5 favor of default judgment.

6 *a. Patent Infringement under 35 U.S.C. § 271*

7 A defendant infringes a patent when it “makes, uses, offers to sell, or sells any  
8 patented invention, within the United States or imports into the United States any  
9 patented invention during the term of the patent” without authorization. 35 U.S.C.  
10 § 271(a). Padded Spaces has sufficiently alleged that its ’838 Patent is valid and  
11 enforceable (Am. Compl. ¶¶ 19-21); that Defendants’ product meets the limitations of  
12 claims 1-4 and 8-9 of the ’838 Patent (*id.* ¶¶ 43-49 (detailed charts illustrating how the  
13 Accused Product meets these claims)); and that Defendants “make, use, offer to sell, or  
14 import, or a combination of the foregoing, into the United States the Accused Product  
15 without the authorization or consent of Padded Spaces” (*id.* ¶ 25). The court concludes  
16 that Padded Spaces has stated a claim for patent infringement.

17 *b. Trade Dress Infringement and False Designation of Origin under 15*  
18 *U.S.C. § 1125(a)*

19 To prove trade dress infringement, Padded Spaces must demonstrate that (1) the  
20 trade dress is nonfunctional, (2) the trade dress has acquired secondary meaning, and  
21 (3) there is a substantial likelihood of confusion between Padded Spaces’s product and  
22 the Accused Product. *Art Attacks Ink, LLC v. MGA Ent. Inc.*, 581 F.3d 1138, 1145 (9th



1 Cir. 2009) (citing *Disc Golf Ass’n v. Champion Discs*, 158 F.3d 1002, 1005 (9th Cir.  
2 1998)). To prevail on its false designation of origin claim, Padded Spaces must establish  
3 that Yalong “use[d] in commerce any word, term, name, symbol, or device, or any  
4 combination thereof, or any false designation of origin, false or misleading description of  
5 fact, or false or misleading representation of fact, which is likely to cause confusion, or to  
6 cause mistake, or to deceive as to the affiliation, connection, or association of [Yalong]  
7 with [Padded Spaces], or as to the origin, sponsorship, or approval of [its] goods by  
8 [Padded Spaces].” 15 U.S.C. § 1125(a)(1)(A).

9 Padded Spaces has sufficiently alleged each of these elements. First, Padded  
10 Spaces has alleged that its trade dress is nonfunctional. (Am. Compl. ¶¶ 27-28  
11 (describing the Prop ‘n Go Lap Desk trade dress); *id.* ¶ 31 (alleging that the trade dress  
12 “is non-functional and is not essential to the use or purpose of the Prop ‘n Go Lap  
13 Desk”).) Second, Padded Spaces has alleged in detail that its trade dress in the Prop ‘n  
14 Go Lap Desk has secondary meaning. (*Id.* ¶¶ 32-33 (alleging that its trade dress is  
15 “inherently distinctive,” has “acquired secondary meaning,” and that “[c]onsumers  
16 widely recognize [its trade dress] as indicating goods that come from a single source”).)  
17 Finally, Padded Spaces alleges that Yalong has “incorporate[d] each of the  
18 elements . . . that make up the Padded Spaces Trade Dress” in its Accused Product and  
19 that, as a result, there is a substantial likelihood that Yalong’s

20 unauthorized use of the Padded Spaces Trade Dress . . . is likely to cause  
21 confusion, or to cause mistake, or to deceive consumers concerning the  
22 source of the parties’ goods and with respect to whether Padded Spaces has  
sponsored, endorsed, or licensed [Yalong’s] products and whether there is  
any connection or affiliation between [Yalong] and Padded Spaces.

1 (Id. ¶¶ 35-37.) The court concludes that Padded Spaces has stated a claim for trade dress  
2 infringement and for false designation of origin under the Lanham Act.

3 *c. Unfair and Deceptive Trade Practices under RCW 19.86.020*

4 Under the CPA, a private plaintiff must prove: (1) an unfair or deceptive act or  
5 practice; (2) occurring in trade or commerce; (3) that impacts the public interest; (4)  
6 causes injury to the plaintiff's business or property; and (5) that injury is causally linked  
7 to the unfair or deceptive act. *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins.*  
8 *Co.*, 719 P.2d 531, 533 (Wash. 1986). "Absent unusual circumstances, the analysis of a  
9 CPA claim will follow that of the [federal] trademark infringement and unfair  
10 competition claims; it will turn on the likelihood of confusion regarding a protectable  
11 mark." *Safeworks, LLC v. Teupen Am., LLC*, 717 F. Supp. 2d 1181, 1192 (W.D. Wash.  
12 2010).

13 The court has already found that Padded Spaces sufficiently alleged facts to  
14 establish a likelihood of confusion in its analysis of Padded Spaces's Lanham Act claims.  
15 Padded Spaces also sufficiently alleges facts to support each of the five elements of a  
16 CPA claim. (Am. Compl. ¶¶ 60-64.) The court concludes that Padded Spaces has stated  
17 a claim for unfair and deceptive trade practices under the CPA.

18 *d. Common Law Trade Dress Infringement and Unfair Competition*

19 "The elements necessary to establish a likelihood of confusion for common law  
20 and statutory unfair competition claims in Washington are the same as for federal  
21 trademark infringement and unfair competition." *Safeworks, LLC*, 717 F. Supp. 2d at  
22

1 1192; *see also Multifab, Inc. v. ArlanaGreen.com*, 122 F. Supp. 3d 1055, 1067 (E.D.  
2 Wash. 2015) (“Washington state courts have adopted the ‘likelihood of confusion’  
3 standard for common law and statutory unfair competition claims”). Therefore, because  
4 Padded Spaces has sufficiently stated claims for trade dress infringement and false  
5 designation of origin under the Lanham Act, it has also sufficiently stated its claims for  
6 trade dress infringement and unfair competition under Washington common law.

7 3. Sum of Money at Stake

8 When a plaintiff seeks only injunctive relief and no monetary damages in its  
9 motion for default judgment, the fourth *Eitel* factor weighs in favor of default judgment.  
10 *See PepsiCo., Inc.*, 238 F. Supp. 2d at 1176-77. Here, Padded Spaces seeks only a  
11 permanent injunction against Yalong’s continued infringement of its intellectual property  
12 rights. (Mot. at 9; *see also* Prop. Order (Dkt. # 20-4) (detailing the relief sought).)  
13 Accordingly, the court finds that the fourth factor supports entry of default judgment.

14 4. Possibility of a Dispute over Material Facts

15 “The fifth *Eitel* factor considers the possibility of dispute as to any material facts  
16 in the case.” *PepsiCo., Inc.*, 238 F. Supp. 2d at 1177. Where, as here, the defendant has  
17 defaulted, the court must accept all well-pleaded allegations of the complaint as  
18 established fact, except those related to damages. *Derek Andrew, Inc.*, 528 F.3d at 702.  
19 Therefore, there is no possibility of a genuine dispute regarding any material fact in this  
20 case, and this factor weighs in favor of default judgment.

1           5.     Excusable Neglect

2           The sixth *Eitel* factor considers the possibility that the defendant’s default resulted  
3 from excusable neglect. Here, there is no indication that Yalong has defaulted due to  
4 excusable neglect. Padded Spaces served Yalong in accordance with the court’s order  
5 granting leave for alternative methods of service. (5/5/22 Order; Aff. of Service.)  
6 Padded Spaces has provided proof that the summons and first amended complaint were  
7 successfully emailed to the email address associated with the “zhanwang” Amazon seller  
8 profile. (5/18/22 Shewmake Decl. (Dkt. # 15-1) ¶¶ 3-4, Exs. A-B.) It has also provided  
9 proof that its message transmitting the summons and first amended complaint to  
10 “gYaron” seller profile through the Amazon storefront messaging system was  
11 successfully delivered. (*Id.* ¶¶ 5-6, Exs. C-D.) Finally, Padded Spaces successfully  
12 emailed its motion for entry of default to the email address associated with the  
13 “zhanwang” profile. (7/15/22 Shewmake Decl. ¶ 3, Ex. A.) Accordingly, the court finds  
14 no evidence that Yalong’s default was the result of excusable neglect. *See Philips Oral*  
15 *Healthcare, LLC v. Shenzhen Sincere Mold Tech. Co.*, No. C18-1032TSZ, 2019 WL  
16 1572675, at \*8 (W.D. Wash. Apr. 11, 2019) (finding no excusable neglect where  
17 defaulting defendants were served by email and through their Alibaba storefronts, as  
18 authorized by the court). Thus, the sixth *Eitel* factor, too, weighs in favor of default  
19 judgment.

20           6.     Policy Favoring Decisions on the Merits

21           Although there is a preference for deciding cases on the merits, this preference is  
22 not dispositive. *See Vawter v. Quality Loan Serv. Corp. of Wash.*, No. C09-1585JLR,

1 2011 WL 1584424, at \*3 (W.D. Wash. Apr. 27, 2011). Because Yalong’s “failure to  
2 answer [Padded Spaces’s] [amended c]omplaint makes a decision on the merits  
3 impractical, if not impossible,” the “preference to decide cases on the merits does not  
4 preclude [t]he court from granting default judgment.” *PepsiCo, Inc.*, 238 F. Supp. 2d at  
5 1177. The court concludes that the seventh *Eitel* factor also favors entry of default  
6 judgment.

7 In sum, the court concludes that all seven of the *Eitel* factors weigh in favor of  
8 entry of default judgment in favor of Padded Spaces and against Yalong. Accordingly,  
9 the court GRANTS Padded Spaces’s motion for default judgment.

### 10 **C. Permanent Injunction**

11 Padded Spaces asks the court to enjoin Yalong from:

- 12 1. Making, using, offering to sell, selling, and/or importing into the United  
13 States any product that infringes the ’838 Patent, including without  
14 limitation the [Accused Products];
- 15 2. Manufacturing, producing, importing, exporting, advertising, marketing,  
16 promoting, distributing, displaying, offering for sale, and/or selling any  
17 product that is confusingly similar to [Padded Spaces’s] trade dress  
18 embodied in its Prop ‘n Go Lap Desk, including without limitation the  
19 [Accused Products];
- 20 3. Effecting assignments or transfers, forming new entities or associations,  
21 or creating and/or utilizing any other platform, account, storefront, or any  
22 other means of manufacturing, producing, importing, exporting,  
advertising, marketing, promoting, distributing, displaying, using,  
offering for sale, and/or selling of products that infringe the ’838 Patent  
or [Padded Spaces’s] trade dress embodied in the Prop ‘n Go Lap Desk  
for the purpose of circumventing or otherwise avoiding the prohibitions  
set forth in any injunction ordered by the Court in this Action; and

1 4. Assisting, aiding, or attempting to assist or aid any other person or entity  
2 in performing any of the prohibited activities referred to in Paragraphs (1)  
to (3) above.

3 (Prop. Order at 2.) A plaintiff seeking a permanent injunction must demonstrate (1) that  
4 it suffered an irreparable injury; (2) that the injury cannot be compensated adequately by  
5 remedies at law, such as monetary damages; (3) that the balance of hardships favors the  
6 plaintiff; and (4) that the public interest is not disserved by a permanent injunction. *eBay*  
7 *Inc. v. MercExchange, LLC*, 547 U.S. 388, 391 (2006). The court concludes that Padded  
8 Spaces has met this test.

9 First, the court is persuaded that Yalong's infringements of Padded Spaces's  
10 patent and trademark rights have caused and continue to cause harm to Padded Spaces's  
11 market share, business reputation, and consumer goodwill. (See Am. Compl. ¶¶ 23-26,  
12 51.) These injuries are irreparable because they are "neither easily calculable, nor easily  
13 compensable." *eBay, Inc. v. Bidder's Edge, Inc.*, 100 F. Supp. 3d 1058, 1066 (N.D. Cal.  
14 2000). Furthermore, as Padded Spaces points out, there is a rebuttable presumption of  
15 irreparable injury upon a finding of a violation of the Lanham Act, and the court finds no  
16 evidence in the record that would rebut such a presumption. (See Mot. at 12 (quoting  
17 15 U.S.C. § 1116(a)).)

18 Second, the court agrees that monetary damages would not adequately compensate  
19 Padded Spaces for these harms. The types of harm that Padded Spaces alleges it has  
20 suffered and continues to suffer are not easily quantifiable. See *Bidder's Edge, Inc.*, 100  
21 F. Supp. 3d at 1066. And Yalong's failure to appear suggests that its infringing behavior  
22 may continue. See *Amazon.com Inc. v. Robojap Techs. LLC*, No. C20-0694MJP, 2021

1 WL 5232130, at \*4 (W.D. Wash. Nov. 10, 2021) (“Given Quatic’s decision not to  
2 continue to appear in this case, there can be no assurances that Quatic will no longer  
3 engage in the conduct at issue in this case. This satisfies the Court that monetary  
4 damages alone are insufficient.”). For these reasons, the court concludes that Padded  
5 Spaces does not have an adequate remedy at law.

6 Third, Padded Spaces stands to suffer further harm through Yalong’s continued  
7 infringement of Padded Spaces’s intellectual property rights (*see, e.g.,* 7/15/22  
8 Shewmake Decl. Ex. B (July 6, 2022 screenshot of gYaron’s listing for the Accused  
9 Product)), and this harm outweighs any hardship to Yalong that would result from an  
10 injunction against its unlawful conduct. Furthermore, the court concludes that Padded  
11 Spaces’s proposed injunction is sufficiently narrowly tailored because it seeks to enjoin  
12 only conduct that infringes its rights in the ’838 Patent and its product’s trade dress. *See*  
13 *Price v. City of Stockton*, 390 F.3d 1105, 1117 (9th Cir. 2004) (“[A]n injunction must be  
14 narrowly tailored . . . to remedy only the specific harms shown by the plaintiffs, rather  
15 than to ‘enjoin all possible breaches of the law.’” (quoting *Zepeda v. INS*, 753 F.2d 719,  
16 727-28 & n.1 (9th Cir. 1983))).

17 Finally, preventing Yalong from selling its infringing products serves the public  
18 interest by reducing the likelihood of consumer confusion and protecting intellectual  
19 property rights from infringement. *See, e.g., Treemo, Inc. v. Flipboard, Inc.*,  
20 53 F. Supp. 3d 1342, 1368 (W.D. Wash. 2014) (concluding the same in a trademark  
21 infringement case). The court concludes, therefore, that a permanent injunction on the  
22 terms requested by Padded Spaces is warranted in this case.

1 **IV. CONCLUSION**

2 For the foregoing reasons, the court GRANTS Padded Spaces’s motion for entry  
3 of default judgment and for a permanent injunction (Dkt. # 20). The court ORDERS as  
4 follows:

5 A. The court finds that Yalong has infringed claims 1-4 and 8-9 of Padded  
6 Spaces’s U.S. Patent No. 8,910,838 (“the ’838 Patent”) in violation of 35  
7 U.S.C. § 271(a); infringed and committed acts of unfair competition and false  
8 designation of origin in violation of Padded Spaces’s common law trade dress  
9 rights under 15 U.S.C. § 1125(a); engaged in unfair and deceptive trade  
10 practices in violation of RCW 19.86.020; violated Padded Spaces’s trade dress  
11 rights under Washington State common law, and committed acts of unfair  
12 competition in violation of Washington State common law.

13 B. Yalong and its respective officers, agents, servants, employees, attorneys, and  
14 other persons who are in active concert or participation with any of them are  
15 permanently restrained and enjoined from:

- 16 1. Making, using, offering to sell, selling and/or importing into the United  
17 States any product that infringes the ’838 Patent, including without  
18 limitation the “Tablet Pillow Holder for Lap, sproerden Pillow Stand  
19 with 14 Adjustable Angels for iPad Pro/iPad Air/iPad Mini, Also  
20 Compatible with Amazon Fire Samsung Tab and More Tablets”  
21 (including, for example, with corresponding Amazon identification  
22 number ASIN: B08FX35D6C or ASIN: B08JLS6KQM), sold, for



1 example, under the “sproerden” brand through the “gYaron” storefront  
2 on Amazon.com, and any infringing variation thereof.

3 2. Manufacturing, producing, importing, exporting, advertising, marketing,  
4 promoting, distributing, displaying, offering for sale, and/or selling any  
5 product that is confusingly similar to Padded Spaces’s trade dress  
6 embodied in its Prop ‘n Go Lap Desk, including without limitation the  
7 infringing products referenced in paragraph B.1 above.

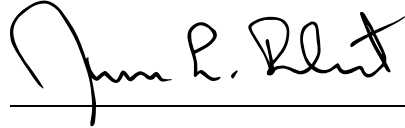
8 3. Effecting assignments or transfers, forming new entities or associations,  
9 or creating and/or utilizing any other platform, account, storefront, or  
10 any other means of manufacturing, producing, importing, exporting,  
11 advertising, marketing, promoting, distributing, displaying, using,  
12 offering for sale, and/or selling of products that infringe the ’838 Patent  
13 or Padded Spaces’s trade dress embodied in the Prop ‘n Go Lap Desk  
14 for the purpose of circumventing or otherwise avoiding the prohibitions  
15 set forth in any injunction ordered by the Court in this Action; and

16 4. Assisting, aiding, or attempting to assist or aid any other person or  
17 entity in performing any of the prohibited activities referred to in  
18 paragraphs B.1 to B.3 above.

19 C. In addition to the means of providing actual notice contemplated and permitted  
20 by the Federal Rules of Civil Procedure and any other applicable rules and  
21 laws, service of this order by the alternative means of service authorized by  
22 this court in its May 5, 2022 order (Dkt. # 14) shall be deemed to constitute the

1 receipt of actual notice of this Order by Yalong and its respective officers,  
2 agents, servants, employees, and attorneys.

3 Dated this 22nd day of July, 2022.

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6 JAMES L. ROBART  
United States District Judge

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