

1 E-FILED 12.19.11

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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
910 NAUTILUS, INC., a Washington corporation,) CASE NO. CV 10-00624 MMM (MANx)
11)
12 Plaintiff,) JUDGMENT FOR PLAINTIFF
13 vs.)
14 CHUNCHAI YU, an individual;)
15 STEVEN BURNSTEIN, an individual;)
16 DR TRADE INTERNATIONAL, INC., a)
17 California corporation; RODNEY)
Timmerwilke, an individual; and)
DOES 1-10, inclusive,)
Defendant.)18
19 On March 31, 2011, plaintiff Nautilus, Inc. filed a motion for entry of default judgment
20 against defendants Chunchai Yu, Steven Burnstein, Stanley Yang, DR Trade, International Inc.
21 (“DR Trade”), and Rodney Timmerwilke. In an order dated December 19, 2011, the court
22 granted plaintiff’s motion. Accordingly,23 IT IS ORDERED AND ADJUDGED
2425 1. That plaintiff recover statutory damages from defendants for trademark violations
26 in the following amounts, against the following defendants, with post-judgment
27 interest awarded at the rate of 0.11 percent:
28 (a) \$4,000,000 against defendants Yu and Bernstein, for which each is

1 jointly and severally liable;

2 (b) \$8,000,000 against defendants Yang, DR Trade, and Timmerwilke, for
3 which each is jointly and severally liable.

4 2. That defendants Yu, Burnstein, Yang, DR Trade, and Timmerwilke, their agents,
5 employees, attorneys, and all persons in active concert or participation with them
6 who receive actual notice of the order by personal service or otherwise, are
7 enjoined from:

8 (a) purchasing, importing, distributing, selling, or offering for sale,
9 counterfeit BOWFLEX brand exercise equipment, or assisting, aiding or
10 abetting any other person or entity in doing so;

11 (b) using the Bowflex Marks or trademarks confusingly similar therewith,
12 or the Bowflex Trade Dress or trade dress confusingly similar therewith, or
13 assisting, aiding or abetting any other person or entity in doing so; and

14 (c) importing, distributing, selling, or offering for sale, exercise equipment
15 infringing the Bowflex Patents, or assisting, aiding or abetting any other
16 person or entity in doing so.

17 3. That within thirty days of the date of entry of judgment, defendants are ordered to:

18 (a) deliver to plaintiff any and all exercise equipment in their possession,
19 custody, and/or control that infringes the Bowflex Marks, Bowflex Trade
20 Dress, and/or the Bowflex Patents;

21 (b) recall all goods sold or distributed by them that infringe the Bowflex
22 Marks, Bowflex Trade Dress, and/or the Bowflex Patents;

23 (c) deliver to plaintiff's counsel any and all documents in their possession,
24 custody, and/or control that reflect or relate to the purchase, importation,
25 storage, shipping, or sale of exercise equipment that infringes the Bowflex
26 Marks, Bowflex Trade Dress, and/or the Bowflex Patents;

27 (d) prepare and deliver to plaintiff's counsel a complete list of entities from
28 whom they purchased, and to whom they sold, exercise equipment that

1 infringes the Bowflex Marks, Bowflex Trade Dress, and/or the Bowflex
2 Patents; and

3 (e) file and serve on plaintiff's counsel a written report, under oath, setting
4 forth in detail the manner in which they have complied with these
5 provisions.

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7 DATED: December 19, 2011
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MARGARET M. MORROW
UNITED STATES DISTRICT JUDGE