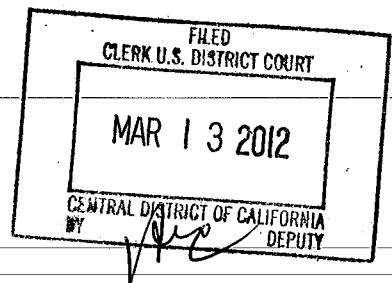


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5 Attorneys for Plaintiff,
 6 THE ENKEBOLL CO.
 7 a California Corporation
 dba ENKEBOLL DESIGNS

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8 UNITED STATE DISTRICT COURT
 9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 THE ENKEBOLL CO., a California
 12 corporation dba ENKEBOLL
 13 DESIGNS,
 14 Plaintiff,
 15 vs.
 16 ZAKROS DESIGNS, a California
 17 Corporation, SAI YUE YEUNG, an
 Individual, and DOES 1 through 10,
 18 inclusive,
 Defendants.

Case No. CV 11-10539 SVW
 [PROPOSED]STIPULATED
 CONSENT JUDGMENT,
 PERMANENT INJUNCTION,
 DISMISSAL AND ORDER THEREON
 Case filed: December 21, 2011
 Judge: Hon. Judge Stephen V. Wilson

19
 20 This matter is before the Court on the joint Motion of Plaintiff, The Enkeboll Co.,
 21 dba Enkeboll Designs ("Enkeboll"), and Defendants, Zakros Designs and Sai Yue
 22 Yeung (individually and collectively "Defendants"), requesting this Court's entry of
 23 their Stipulated Consent Judgment, Permanent Injunction, and Dismissal With
 24 Prejudice.
 25

26 WHEREAS, on December 21, 2011, Plaintiff Enkeboll filed a Complaint in
 27
 28

1 the United States District Court, Central District of California, entitled The
2 Enkeboll Co. v. Zakros Designs, and Sai Yue Yeung, Case No. CV 11-10539 SVW
3
4 (hereinafter the "Action"), alleging causes of action under federal law for copyright
5 infringement, violation of the DMCA, trademark infringement, trade dress
6 infringement, trademark dilution, trademark counterfeiting and infringement, and
7
8 state law unfair competition and tortious interference with business opportunity;

9 WHEREAS, Plaintiff served Defendants with the Action, and Plaintiff and
10 Defendants, and each of them, have negotiated in good faith and the parties desire
11 to amicably settle their differences arising out of the Action and have entered into a
12 Settlement Agreement that resolves this Action;
13

14 WHEREAS, Plaintiff and Defendants have agreed and stipulated to entry of
15 judgment based on the terms of the Settlement Agreement as provided below;
16

17 WHEREAS, each of Plaintiff and Defendants hereby unconditionally waives
18 any right to appeal from the Judgment entered in accordance with this Stipulated
19 Judgment and Permanent Injunction;
20

21 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
22 DECREED THAT:
23

- 24 1. Plaintiff is the Owner of the following valid and enforceable copyrights as set
25 forth and described in the Complaint under Registration Nos. CR Reg VA
26 0001077597, CR Reg VAu 000704202, CR Reg VA 0001027339, CR Reg
27
28

1 VA 0001096948, CR Reg VA 000579128, CR Reg VA 0001027342, CR Reg
2 VA 000614648, CR Reg VA 000614647, CR Reg VA 000614646, CR Reg
3 VA 000614650, CR Reg VA 000946052, CR Reg VA 0001077582, CR Reg
4
5 VA 0001002128, CR Reg VA 0001023559, CR Reg VA 0001023558, CR
6 Reg VA 0001023561, CR Reg VA 0001027343, CR Reg VA 000059677 that
7 are the subject matter of this suit (Plaintiff's "Designs"). Defendants admit
8 that they have infringed Plaintiff's copyrights in the Designs as described in
9 the Complaint.
10

11
12 2. Plaintiff is the Owner on the following valid and enforceable marks:
13 Registration Nos. Trademark Registration No.2906502 and Trademark
14 Registration No. 2,642,160 (Enkeboll's "Marks"). Defendants admit that
15 they have infringed the trademarks set forth and described in the Complaint
16 that are the subject matter of this suit.
17

18
19 3. Judgment is entered in Enkeboll's favor and against Defendants on Count I
20 of the Complaint – Copyright Infringement under Federal law 17 U.S.C. §
21 501.
22

23 4. Judgment is entered in Enkeboll's favor and against Defendants on Count II
24 of the Complaint – Circumvention of Technological Measures under Federal
25 law the Digital Millennium Copyright Act ("DMCA") 17 U.S.C. § 1202(b).
26

27 5. Judgment is entered in Enkeboll's favor and against Defendants on Count III
28

- 1 of the Complaint – Trademark Infringement under Federal law 15 U.S.C. §
2 1125(a).
3
4 6. Judgment is entered in Enkeboll’s favor and against Defendants on Count IV
5 of the Complaint - Trade Dress Infringement under Federal law 15 U.S.C. §
6 1125(a).
7
8 7. Judgment is entered in Enkeboll’s favor and against Defendants on Count V
9 of the Complaint – Trademark Dilution under Federal law 15 U.S.C. §
10 1125(c).
11
12 8. Judgment is entered in Enkeboll’s favor and against Defendants on Count VI
13 of the Complaint – Federal Trademark Counterfeiting and Infringement under
14 Federal law 15 U.S.C. § 1114.
15
16 9. Judgment is entered in Enkeboll’s favor and against Defendants on Count VII
17 of the Complaint - Unfair Competition and Unfair Business Practices under
18 State law Cal. Bus. & Prof. Code Section 17200.
19
20 10. Judgment is entered in Enkeboll’s favor and against Defendants on Count
21 VIII of the Complaint - under State law Tortious Interference with Business
22 Relationships.
23
24 11. This Court permanently enjoins Defendants, individually and on behalf of
25 their respective officers, directors, employees, agents, representatives, sales
26 agents, vendors, contractors, and individuals acting at their direction, assigns,
27
28

1 predecessors and successors in interest, past and present, affiliates, and those
2 persons or companies in active concert or participation with Defendants who
3 receive actual notice of this Order by personal service or otherwise from
4
5 forever doing the following:

- 6 (a) From copying, reproducing, manufacturing, distributing, selling,
7 marketing, promoting, displaying, or otherwise exploiting Plaintiff's
8 Designs or infringing the represented Designs and Products pursuant to
9 17 U.S.C. § 502, or displaying on Defendants' Website, email or internet
10 postings representations of Plaintiff's Designs; and from displaying in
11 any manner any written or graphic representation of Plaintiff's Designs;
12
13 (b) From using the ENKEBOLL Marks, including any trademark, service
14 mark, name, logo, design or source designation of any kind owned by
15 ENKEBOLL, or any reproduction, counterfeit, copy, or colorable
16 imitation of the ENKEBOLL Marks, or any words, letters, or phrases
17 confusingly similar to the Marks, in connection with the distribution,
18 advertising, offer for sale and/or sale of merchandise not the genuine
19 products of ENKEBOLL;
20
21 (c) Passing off, inducing or enabling others to sell or pass off, any
22 counterfeit products as and for ENKEBOLL Products;
23
24 (d) Shipping, delivering, holding for sale, distributing, returning,
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1 transferring or otherwise moving, storing, or disposing of in any manner
2 architectural wood products falsely bearing the ENKEBOLL Marks or
3 trade dress, or in which the Copyrights in the Designs inhere, or any
4 reproduction, counterfeit, copy, or colorable imitation of the same;
5

6 (e) Directly or indirectly infringing ENKEBOLL Copyrights in its Designs
7 in any manner throughout the world, including but not limited to
8 reproducing, adapting, and/or displaying ENKEBOLL Designs or
9 Products by distributing, importing, exporting, advertising, selling,
10 and/or offering for sale, or causing others to do so, any product,
11 including without limitation, products bearing designs substantially
12 similar to ENKEBOLL's Copyrights;
13
14

15 (f) From committing any acts calculated to cause purchasers to believe that
16 Defendants' products are those sold under the control or supervision of
17 ENKEBOLL, or sponsored or approved by, or produced under the
18 control and supervision of ENKEBOLL;
19

20 (g) From committing any acts calculated to cause the public consumers to
21 believe that Defendants' products are those sold under the control or
22 supervision of ENKEBOLL, or sponsored or approved by, or connected
23 with, or guaranteed by, or produced under the control and supervision of
24 ENKEBOLL;
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1 (h) Using the ENKEBOLL Marks, including any trademark, service mark,
2 name, logo, design or source designation of any kind owned by
3 ENKEBOLL, or any reproduction, counterfeit, copy or colorable
4
5 imitation of the ENKEBOLL Marks in connection with Defendants'
6 sales of its products, its domain names, websites, other online services or
7 activities, or other goods or services produced or provided by
8 ENKEBOLL, or sponsored or authorized in any way connected or
9 related to ENKEBOLL;
10

11 (i) Operating infringing websites;

12 (j) Causing any of the Infringing Products and Designs and Defendants'
13 unlawful conduct as set for this in this Action from being distributed,
14 displayed, reproduced, or accessible to or through any Third-party Site,
15 or offered for sale in any manner through such Third-party Sites;

16 (k) From further infringing any of ENKEBOLL Marks, Copyrights, Trade
17 Dress, or damaging ENKEBOLL's goodwill;

18 (l) From otherwise unfairly competing with ENKEBOLL in any manner.
19

20
21
22 12. Defendants shall transfer to Enkeboll within 10 days of entry of this Order
23 any and all document(s), writing(s), or recording(s) as defined under Fed. R.
24 Civ. P. 34(a) or Fed. R. Evid. 1001 that relate to Defendants' infringements
25 of Plaintiff's Designs including but not limited to, source code, images,
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1 documents, manuals, instructions, and copies of any of the foregoing.

2 13. After transfer to Enkeboll of the document(s), writing(s), or recording(s)
3 required in Paragraph 12, Defendants shall, within 10 days of entry of this
4

5 Order:

6 a. destroy all copies of such document(s), writing(s), or recording(s);

7
8 b. provide written certification to Enkeboll that Defendants have not
9 retained any copies of any such document(s), writing(s), or
10 recording(s);

11
12 c. provide written certification to Enkeboll that Defendants have not
13 provided any copies of such document(s), writing(s), or recording(s) to
14 any other party;

15
16 14. Within 10 days of the entry of this Order, Defendants shall deliver to
17 Enkeboll an executed copy of its instructions to any and all e-commerce
18 websites removing and deleting from such websites any of the infringing
19 images and Designs. This Order shall not limit any rights Enkeboll has to
20 further address such infringements through the third party websites
21 procedures available to Plaintiff.

22
23
24 15. Within 10 days of the entry of this Order, Defendants shall identify and
25 provide all contact information in their possession to Enkeboll for all current
26 or past resellers and customers for any product marketed, licensed, or sold by
27
28

1 Defendants dealing with any Enkeboll Products or Designs.

2 16. Any molds, images and designs for the making of the above specified
3 infringing copies in the possession or control of Defendant will be delivered
4 up to the Plaintiff for destruction and diligent and good faith efforts will be
5 made to obtain for the Plaintiff, or to have destroyed, any of such molds,
6 images and designs not in the possession of the Plaintiff but of which
7 Defendants have knowledge, particularly with reference to molds, images and
8 designs in the control of Defendant's supply sources.
9

10
11 17. In addition to any of Plaintiff's civil remedies provided by law, all of which
12 are expressly retained, in the event that Defendants, or any of them, are found
13 to have violated any of the terms of this Stipulated Judgment, Defendants
14 may be held in contempt, and if found to be in contempt may be punished up
15 to the extent permitted by law.
16

17
18 18. Plaintiff agrees to provided five (5) days written electronic notice to counsel
19 for Defendants and an opportunity to cure to any Defendant who Plaintiff
20 believes to be in violation of the Stipulated Judgment prior to enforcing its
21 rights under this Stipulated Judgment and Permanent Injunction.
22

23
24 19. Defendants consent to the jurisdiction of the United States District Court for
25 the Central District of California, and waive any objection based on
26 jurisdiction, venue, and forum, whether for purposes of enforcing this
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Stipulated Judgment, the parties' Settlement Agreement, or any orders in furtherance thereof.

20. In any proceeding relating to the enforcement of this Stipulated Judgment, the prevailing party shall be entitled to an award of its reasonable attorneys' fees.

21. Defendants shall collectively pay Plaintiff the settlement funds in the amounts and as required under the Settlement Agreement, with final payment not later than June 21, 2012.

22. This Stipulated Judgment shall be immediately entered by the Clerk of the Court and shall be enforceable according to its terms.

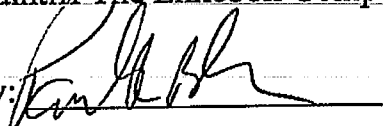
23. This Order shall be binding upon and shall inure to the benefit of Enkeboll and Defendants as well as each of their respective subsidiaries, corporate parents, affiliates, and/or successors and assigns.

24. All claims between Enkeboll and Defendants that were raised in this case are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees except as noted above. Notwithstanding the dismissal of the Action, the Court shall retain continuing jurisdiction to enforce the terms of this Stipulated Judgment and Permanent Injunction.

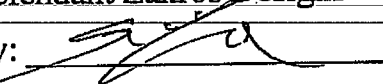
25. Defendants stipulate and agree that all payments, damages, attorneys' fees, and costs provided herein are not dischargeable in bankruptcy under one or more provisions of 11 U.S.C. § 523.

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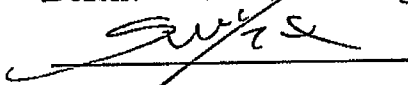
Dated: February 24, 2012 Plaintiff The Enkeboll Company

By: 
Paul Black, CEO

Dated: February 29, 2012 Defendant Zakros Designs


By: 
Sai Yue Yeung

Dated: February 29, 2012 Defendant Sai Yue Yeung


Sai Yue Yeung

~~PROPOSED~~ ORDER

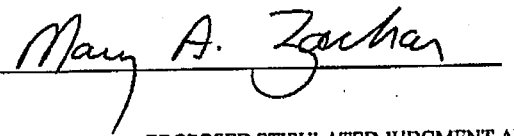
This Stipulated Judgment is hereby entered by the Court pursuant to the terms set forth above.

DATED: March 13, 2012 
Hon. Judge Stephen V. Wilson

Approved as to form and content:

Dated: February 29, 2012

LAW OFFICES OF MARY A. ZACHAR

By: 

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1 Dated: February 29, 2012

LAW OFFICES OF BIN LI

2

3

4

By: 

Bin Lee, Esquire

5

Attorneys for Defendants,

6

Zakros Designs, a California Corp.,

7

and

8

Sai Yue Yeung, an individual
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9

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