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

20 OTTER PRODUCTS, LLC, a Colorado
 21 Limited Liability Company,
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 23 Plaintiff,
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 25 v.
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 27 EQUIPPED, LLC, a New York Limited
 28 Liability Company; ARI CIMENT, an
 Individual d/b/a DEAL.FISHER and
 d/b/a EQUIPPED LLC; and DOES 1-10,
 Inclusive,
 Defendants.

Case No.: CV12-04189 JFW (Ex)
**PERMANENT INJUNCTION
 ORDER AGAINST DEFENDANTS
 EQUIPPED, LLC AND ARI
 CIMENT**

Complaint Filed: May 14, 2012

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1 Having reviewed the Stipulation to Issuance of Permanent Injunction entered into
2 between Plaintiff OTTER PRODUCTS, LLC (“Plaintiff”) and Defendants EQUIPPED, LLC and
3 ARI CIMENT (“Defendants”), and good cause appearing, the Court hereby finds as follows:

4 a. WHEREAS Plaintiff is the owner of numerous trademarks
5 which it uses in connection with the manufacture, distribution, sale and promotion
6 of a wide range of products, including high-quality protective cases, peripherals
7 and accessories for portable electronic devices and computers. Plaintiff owns all
8 rights in and to a family of federally registered trademarks which include the
9 following, among others (collectively, “Plaintiff’s Registered Marks”):

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
OTTER BOX	2287619	October 19, 1999
[DESIGN MARK]	3791318	May 18, 2010
OTTER BOX	3788535	May 11, 2010
OTTERBOX	3788534	May 11, 2010
WE’VE GOT	3865367	October 19, 2010
TECHNOLOGY COVERED		
DEFENDER SERIES	3623789	May 19, 2009
STRENGTH	4079672	January 3, 2012
COMMUTER SERIES	3963182	May 17, 2011
COMMUTER	3791317	May 18, 2010
IMPACT SERIES	3795187	March 10, 2010
REFLEX ZONE	4111433	March 13, 2012
REFLEX SERIES	3972039	May 31, 2011
UTILITY SERIES	4064940	November 29, 2011
ARMOR SERIES	3632231	June 2, 2009
PINK IS STRENGTH!	4053182	November 8, 2011
OTTERCARES	4101071	February 21, 2012
[DESIGN MARK]	4116998	March 27, 2012

1 2. WHEREAS Plaintiff also has numerous pending trademarks with the
2 United States Patent and Trademark Office. The serial numbers of Plaintiff's
3 pending trademarks are as follows: 85416877; 85456430; 85458259; 85462689;
4 85483745; 85505980; 85576166; 85531307; 85505993; 85505986; 85505999;
5 85428337; 85288182; 85288187 and 85342514.

6 3. WHEREAS on May 14, 2012, Plaintiff filed its Complaint in this
7 Civil Action No. CV12-04189 JFW (Ex) against Defendants,
8 alleging causes of action under §32(1) of the Lanham Act (15 U.S.C. §1114(1))
9 for infringement of federally registered trademarks, under §43(c) of the Lanham
10 Act (15 U.S.C. 1125(c)) and California Business & Professions Code § 14247 for
11 dilution of federally registered and common law trademarks, under §43(a) of the
12 Lanham Act (15 U.S.C. §1125(a)) for unfair competition, and under the statutory
13 and common law of the State of California to enjoin Defendants' current and
14 prospective infringement and dilution of the Plaintiff's Marks and unfair
15 competition, and to recover monetary damages resulting from those actions.

16 4. WHEREAS Plaintiff served the summons and Complaint on
17 Defendants on May 29, 2012.

18 5. WHEREAS Defendants are alleged to have sold no less than 10,000
19 units of alleged counterfeit OTTERBOX® products on eBay.com and
20 Amazon.com, seller ID "deal.fisher".

21 6. WHEREAS after reviewing the papers and evidentiary support
22 provided to Defendants, Defendants have agreed to stipulate to the issuance of a
23 permanent injunction with respect to matters referenced in this Stipulation.

24 7. WHEREAS Defendants deny the allegations asserted by
25 OTTERBOX® and believes that it possesses defenses and claims it could interpose
26 against third parties.

27 8. WHEREAS the parties expressly waive any findings of fact,
28 conclusions of law, statement of decision and any right to notice or right to be

1 heard in any matter in connection with or arising out of the filing, rendition or
2 entry of the Permanent Injunction Order on this Stipulation for Entry of Permanent
3 Injunction, provided however, that no such waiver shall be deemed to exist insofar
4 as damages are concerned, it being agreed that Defendants may offer proof in
5 defense of Plaintiff's claims for damages.9. WHEREAS the parties agree that the
6 permanent injunction shall remain in full force and effect through the final
7 disposition of this action and that any right to set aside the permanent injunction,
8 appeal therefrom or to otherwise attack its validity is hereby waived.

9 NOW THEREFORE, IT IS HEREBY ORDERED THAT Defendants and its
10 agents, employees, officers, directors, owners, attorneys, representatives, successor
11 companies, related companies, and all persona acting in concert or participation
12 with it, and each of them, are, through the final disposition of this action,
13 PERMANENT ENJOINED from:

14 a. The import, export, making, manufacture, reproduction,
15 assembly, 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 (including any non-
19 genuine reproduction, counterfeit, copy or colorable imitation thereof).

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

27 c. The unauthorized use, in any manner whatsoever, of any Plaintiff's
28 trademark, trade name and/or trade dress including, but not limited to, the

1 Plaintiff's Marks at issue in this action, any variants, colorable imitations,
2 translations and/or simulations thereof and/or any items that are confusingly
3 similar thereto, including specifically:

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

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

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

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

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

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

27 h. Disposing of, destroying, moving, relocating or transferring any
28 documents or things, including electronic records, pertaining to the purchase,

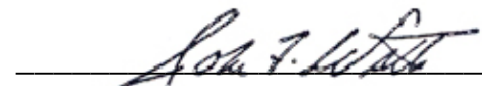
1 procurement, development, making, manufacture, use, display, advertisement,
2 marketing, licensing, sale, offer for sale, distribution, shipping, or delivery of any
3 products or services bearing any Plaintiff's Marks or which otherwise refer or
4 relate to Plaintiff or any of Plaintiff's Marks.

5 10. This Permanent Injunction shall be deemed to have been served upon
6 Defendants at the time of its execution by the Court.

7 11. The Court finds there is no just reason for delay in entering this
8 Permanent Injunction and, pursuant to Rule 54(a) of the *Federal Rules of Civil*
9 *Procedure*, the Court directs immediate entry of this Permanent Injunction against
10 Defendants.

11 IT IS SO ORDERED.

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13 DATED: February 19, 2013



14 Hon. John F. Walter
15 United States District Court Judge
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