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10 Attorneys for Plaintiff  
 11 OTTER PRODUCTS, LLC

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 13  
 14 **UNITED STATES DISTRICT COURT**  
 15 **CENTRAL DISTRICT OF CALIFORNIA**  
 16

17 OTTER PRODUCTS, LLC, a Colorado  
 18 Limited Liability Company,  
 19 Plaintiff,  
 20  
 21 v.  
 22 KEVEN123STORE, INC., a Business  
 23 Entity of Unknown Status; KELONG  
 24 LIN, an Individual; and DOES 1-10,  
 25 Inclusive,  
 Defendants.

Case No.: CV12-04207 PSG (PLAx)

**PERMANENT INJUNCTION  
 ORDER AGAINST DEFENDANTS  
 KEVEN123STORE, INC. AND  
 KELONG LIN**

Complaint Filed: May 14, 2012

26 Having reviewed the Stipulation to Issuance of Permanent Injunction entered  
 27 into between Plaintiff OTTER PRODUCTS, LLC (“Plaintiff”) and Defendants  
 28 KEVEN123STORE, INC. and KELONG LIN (“Defendants”), and good cause

1 appearing, the Court hereby finds as follows:

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

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

26  
27 2. WHEREAS Plaintiff also has numerous pending trademarks with the  
28 United States Patent and Trademark Office. The serial numbers of Plaintiff's

1 pending trademarks are as follows: 85416877; 85456430; 85458259; 85462689;  
2 85483745; 85505980; 85576166; 85531307; 85505993; 85505986; 85505999;  
3 85428337; 85288182; 85288187 and 85342514.

4 3. WHEREAS on May 14, 2012, Plaintiff filed its Complaint in this  
5 Civil Action No. Civil Action No. CV12-04207 PSG (PLAx) against Defendants,  
6 alleging causes of action under §32(1) of the Lanham Act (15 U.S.C. §1114(1))  
7 for infringement of federally registered trademarks, under §43(c) of the Lanham  
8 Act (15 U.S.C. 1125(c)) and California Business & Professions Code § 14247 for  
9 dilution of federally registered and common law trademarks, under §43(a) of the  
10 Lanham Act (15 U.S.C. §1125(a)) for unfair competition, and under the statutory  
11 and common law of the State of California to enjoin Defendants' current and  
12 prospective infringement and dilution of the Plaintiff's Marks and unfair  
13 competition, and to recover monetary damages resulting from those actions.

14 4. WHEREAS Plaintiff served the summons and Complaint on  
15 Defendants on June 5, 2012.

16 5. WHEREAS Defendants have sold no less than 9,530 units of  
17 counterfeit OTTERBOX® products on eBay.com and Amazon.com, seller ID  
18 "123rainman7679".

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

22 7. WHEREAS Defendants admit that, without Plaintiff's knowledge or  
23 consent and based on information provided to Defendants by Plaintiff, it purchased  
24 and sold in interstate commerce counterfeit and non-genuine products which  
25 displayed, infringed, and diluted Plaintiff's Marks.

26 8. WHEREAS the parties expressly waive any findings of fact,  
27 conclusions of law, statement of decision and any right to notice or right to be  
28 heard in any matter in connection with or arising out of the filing, rendition or

1 entry of the Permanent Injunction Order on this Stipulation for Entry of Permanent  
2 Injunction, provided however, that no such waiver shall be deemed to exist insofar  
3 as damages are concerned, it being agreed that Defendants may offer proof in  
4 defense of Plaintiff's claims for damages.

5 9. WHEREAS the parties agree that the permanent injunction shall  
6 remain in full force and effect through the final disposition of this action and that  
7 any right to set aside the permanent injunction, appeal therefrom or to otherwise  
8 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.

12  
13 DATED: 02/19, 2013

PHILIP S. GUTIERREZ

Hon. Philip S. Gutierrez  
United States District Court Judge

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and  
3 not a party to the within action. My business address is Johnson & Pham, LLP  
4 6355 Topanga Canyon Blvd., Suite 326, Woodland Hills, CA 91367. On February  
5 15, 2013, I served the within document(s):

6 **PERMANENT INJUNCTION ORDER AGAINST DEFENDANTS**  
7 **KEVEN123STORE, INC. AND KELONG LIN**

- 8  FACSIMILE - by transmitting via facsimile the document(s) listed  
9 above to the fax number(s) set forth on the attached  
10 Telecommunications Cover Page(s) on this date before 5:00 p.m.
- 11  MAIL - by placing the document(s) listed above in a sealed envelope  
12 with postage thereon fully prepaid, in the United States mail at Los  
13 Angeles, California addressed as set forth below.
- 14  PERSONAL SERVICE - by personally delivering the document(s)  
15 listed above to the person(s) at the address(es) set forth below.
- 16  OVERNIGHT COURIER - by placing the document(s) listed above  
17 in a sealed envelope with shipping prepaid, and depositing in a  
18 collection box for next day delivery to the person(s) at the address(es)  
19 set forth below via UNITED PARCEL SERVICE.

20  
21 **Shengjin Yang, Esq.**  
22 **Jonathan S. Gould, Esq.**  
23 **YANG & PARTNERS**  
24 13618 39<sup>th</sup> Avenue, Suite 703  
25 Flushing, NY 11354

26 **Rachel A. Nelson, Esq.**  
27 **ADAMS & NELSON APC**  
28 6320 Canoga Avenue, Suite 1500  
Woodland Hills, CA 91367

17 I am readily familiar with the firm's practice of collection and processing  
18 correspondence for mailing. Under that practice it would be deposited with the  
19 U.S. Postal Service on that same day with postage thereon fully prepaid in the  
20 ordinary course of business. I am aware that on motion of the party served,  
21 service is presumed invalid if postal cancellation date or postage meter date is  
22 more than one day after date of deposit for mailing in affidavit.

23 I declare under penalty of perjury under the laws of the State of California  
24 that the above is true and correct.

25 Executed on February 15, 2013 at Woodland Hills, California.

26   
27 Edit Avakian  
28