

1 JEFFREY C. HALLAM (State Bar No. 161259)
 E-Mail: *jhallam@sideman.com*
 2 LOUIS P. FEUCHTBAUM (State Bar No. 219826)
 E-Mail: *lfeuchtbaum@sideman.com*
 3 SIDEMAN & BANCROFT LLP
 4 One Embarcadero Center, Twenty-Second Floor
 5 San Francisco, California 94111-3711
 Telephone: (415) 392-1960
 6 Facsimile: (415) 392-0827

JS 6

7 Attorneys for Plaintiff
 8 MAGPUL INDUSTRIES, CORP.

9
 10 PAUL D. SUPNIK [State Bar No. 52842]
 Email: paul@supnik.com
 11 9401 Wilshire Blvd., Suite 1250
 Beverly Hills, CA 90212
 12 Telephone: 310-859-0100
 Facsimile: 310-388-5645

13 Attorney for Defendants
 14 FRANK TRAN and FLUX CREATIONS
 15 Attorney for Non-Party
 16 KELVIN TRAN

17 **UNITED STATES DISTRICT COURT**
 18 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
 19

20 MAGPUL INDUSTRIES, CORP.,
 21 Plaintiff,
 22 v.
 23 JOHN DOE 1-100,
 24 Defendants.

Case No. CV 13-04353 DSF (JCGx)

**[REVISED PROPOSED] ORDER
 GRANTING A PERMANENT
 INJUNCTION**

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Factual Findings and Conclusions of Law

Based upon a review of the pleadings, declarations, evidence presented, and the Stipulation filed by Plaintiff MAGPUL INDUSTRIES, CORP. (“MAGPUL”) and Defendants FRANK TRAN, FLUX CREATIONS, and non-party KELVIN TRAN (collectively “DEFENDANTS”), this Court makes the following findings of fact and conclusions of law:

1. MAGPUL and DEFENDANTS (“Parties”) have jointly filed a Stipulation, seeking entry of this Permanent Injunction. The Parties are requesting this Order in accordance with the terms of a Confidential Settlement Agreement that the Parties have each signed and agreed to, with the advice of counsel. The Parties have agreed to all of the terms for this Permanent Injunction. They have requested the Court enter this Order granting the Permanent Injunction in order to satisfy the terms of that Confidential Settlement Agreement.

2. Non-party KELVIN TRAN is subject to this permanent injunction by Fed. R. Civ. P. 65(d)(2)(C) which grants the Court authority to bind any person who acted in concert or participated with a party to the injunction.

3. The balance of the parties’ prospective harms and public interest favors restricting DEFENDANTS’ unauthorized use of MAGPUL’S name and marks. Based on the foregoing, MAGPUL is entitled to a permanent injunction against DEFENDANTS on the terms that are described below.

Terms of Permanent Injunction

- 1. FRANK TRAN, FLUX CREATIONS, and KELVIN TRAN, are forever restrained from:
 - a. manufacturing, importing, advertising, promoting, marketing, offering to sell, selling, distributing, or transferring any products bearing MAGPUL’S name or marks, or any confusingly similar trademarks, other than those actually manufactured or distributed by

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- MAGPUL;
- b. making or employing any commercial use of MAGPUL’S name or marks as well as any reproductions, counterfeit copies, derivations, or colorable imitations thereof, or any mark confusingly similar thereto or likely to dilute or detract from MAGPUL’S name or marks;
 - c. using any other false designation of origin, false description or representation, or any other use of MAGPUL’S name or marks, logo or trade dress, or counterfeit versions thereof, in a manner calculated to falsely advertise counterfeit products as being manufactured, distributed, sponsored, authorized, or endorsed by MAGPUL, or otherwise associated with MAGPUL in any way;
 - d. committing any other acts calculated or likely to cause confusion or mistake among the consuming public or to deceive the public by misleading consumers and purchasers to the mistaken belief that counterfeit products are genuine MAGPUL products, or were somehow licensed, sponsored, endorsed, authorized, affiliated, or otherwise associated with MAGPUL;
 - e. secreting, concealing, destroying, selling off, transferring, returning, or otherwise moving, storing, or disposing of:
 - i. any products, not manufactured or distributed by MAGPUL, bearing MAGPUL’S name or marks, or any confusingly similar trademarks; or

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ii. any evidence of future transactions, including products and records, relating to the manufacture, importation, sale, offer for sale, distribution, transfer, circulation, advertising, marketing, or promotion of any products that infringe MAGPUL'S name or marks.

SO ORDERED on May 8, 2014



United States District Judge

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