

1 ORDERS that this Consent Decree shall be and is hereby entered in the within
2 action as follows:

3 1) This Court has jurisdiction over the parties to this action and over the subject
4 matter hereof pursuant to 17 U.S.C. § 101 et seq., 15 U.S.C. § 1051 et seq., 28 U.S.C.
5 §§ 1331 and 1338, and 28 U.S.C. § 1367. Service of process was properly made
6 against Defendants.

7 2) Plaintiff is the owner or exclusive licensee of all rights in and to the copyright
8 and trademark registrations listed in Exhibits “A” through “B,” attached hereto and
9 incorporated herein by this reference (“Plaintiff’s Properties”).

10 3) Plaintiff has expended considerable resources in the creation and commercial
11 exploitation of Plaintiff’s Properties on merchandise and in the enforcement of its
12 intellectual property rights in Plaintiff’s Properties.

13 4) Plaintiff has alleged that Defendants have made unauthorized uses of Plaintiff’s
14 Properties or substantially similar likenesses or colorable imitations thereof.

15 5) Defendants and their agents, servants, employees and all persons in active
16 concert and participation with them who receive actual notice of the injunction are
17 hereby restrained and enjoined from:

18 a) Infringing Plaintiff’s copyrights and trademarks in Plaintiff’s Properties, either
19 directly or contributorily, in any manner, including generally, but not limited to
20 manufacturing, importing, distributing, advertising, selling, or offering for sale,
21 any unauthorized product which features any of Plaintiff’s Properties
22 (“Unauthorized Products”), and, specifically:

23 i) Importing, manufacturing, distributing, advertising, selling, or
24 offering for sale, the Unauthorized Products or any other unauthorized
25 products which picture, reproduce, copy or use the likenesses of or
26 bear a substantial similarity to any of Plaintiff’s Properties;
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1 ii) Importing, manufacturing, distributing, advertising, selling, or
2 offering for sale, in connection thereto any unauthorized promotional
3 materials, labels, packaging or containers which picture, reproduce,
4 copy or use the likenesses of or bear a confusing similarity to any of
5 Plaintiff's Properties;

6 iii) Engaging in any conduct that tends falsely to represent that, or is
7 likely to confuse, mislead or deceive purchasers, Defendants'
8 customers and/or members of the public to believe, the actions of
9 Defendants, the products sold or offered by Defendants, or
10 Defendants themselves are connected with Plaintiff, are sponsored,
11 approved or licensed by Plaintiff, or are affiliated with Plaintiff; or

12 iv) Affixing, applying, annexing or using in connection with the
13 importation, manufacture, distribution, advertising, selling, offering
14 for sale, or other use of any goods or services, a false description or
15 representation, including words or other symbols, tending to falsely
16 describe or represent such goods as being those of Plaintiff.

17 6) Each side shall bear its own fees and costs of suit.

18 7) This Consent Decree shall be deemed to have been served upon Defendants at
19 the time of its execution by the Court.

20 8) The Court finds there is no just reason for delay in entering this Consent Decree
21 and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court
22 directs immediate entry of this Consent Decree against Defendants.

23 9) The Court shall retain jurisdiction of this action to entertain such further
24 proceedings and to enter such further orders as may be necessary or appropriate
25 to implement and enforce the provisions of this Consent Decree.

26 10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement
27 Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to
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Stipulation, and requesting entry of judgment against Defendants, be reopened should Defendant default under the terms of the Settlement Agreement or this Consent Decree.

11) This Court shall retain jurisdiction over Defendants for the purpose of making further orders necessary or proper for the construction or modification of this consent decree and judgment; the enforcement hereof; the punishment of any violations hereof; and for the possible entry of a further Judgment Pursuant to Stipulation in this action.

12) Except as provided herein, all claims alleged in the Complaint are dismissed with prejudice.



Dated: March 25, 2015

Hon. Beverly Reid O'Connell
United States District Judge

Presented By:
J. Andrew Coombs, A Prof. Corp.

By: _____
J. Andrew Coombs
Annie S. Wang
Attorneys for Plaintiff Hoberman Designs, Inc.

Yang & Wang, P.C.

By: _____
Tommy SF Wang
Leontyne Fan
Attorneys for Defendants J. N. Trading, Inc.
and Nancy Luu

Pursuant to Local Rule 5-4.3.4(a)(2), the filer of this document attests that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized this filing.

EXHIBIT A

HOBERMAN COPYRIGHTED DESIGNS

Copyright Registration	Title of Work (Character)	Type of Work
VA 1-424-411	BRAIN TWIST	Visual Material
VA 1-424-410	SWITCH PITCH	Visual Material
VA 1-416-467	SWITH-PITCH BOY	Visual Material
VA 1-056-333	EXPANDAGON	Visual Material
VA 1-089-675	MEGA SPHERE	Visual Material
VA 1-056-334	TWIDDLESTIX	Visual Material
VA 932-828	MINI SPHERE	Visual Material
VA 932-829	HOBERMAN SPHERE	Visual Material
VA 1-024-051	FLIGHT RING	Visual Material
VA 1-128-298	DISCOVER DOME	Visual Material
VAu 534-146	STAR	Visual Material
VAu 534-143	MICRO SPHERE	Visual Material
VA 1-224-963	TRANSFORMING SPHERE WITH CENTRAL MODULE	Visual Material
VA 1-225-001	FLIP OUT TRANFORMING OCTAHEDRON	Visual Material
VA 1-225-000	MINI FLIP OUT TRANSFORMING ICOSAHEDRON	Visual Material
VA 1-225-002	TWISTO TRANSFORMING SPHERE	Visual Material

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EXHIBIT B
HOBERMAN TRADEMARKS

Trademark	Mark Drawing Code	Trademark Registration No.	Trademark Registration Date
HOBERMAN	Typed Drawing	2,739,816	7/22/2003
HOBERMAN SPHERE	Typed Drawing	2,969,146	7/19/2005
SWITCH PITCH	Standard Character Mark	3,163,097	10/24/2006
TWIST-O	Standard Character Mark	4,274,449	1/15/2013
BRAIN TWIST	Standard Character Mark	4,197,017	8/28/2012