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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

ROBERT BOSCH GMBH and
ROBERT BOSCH LLC,

Plaintiffs,

v.

DEEDS PERFORMANCE and
JOSHUA LEE DEEDS,

Defendants.

CASE NO. 2:14-cv-08517-BRO-AJW
PERMANENT INJUNCTION AND
FINAL JUDGMENT AGAINST
DEEDS PERFORMANCE AND
JOSHUA LEE DEEDS

HON. BEVERLY REID O'CONNELL

Plaintiffs Robert Bosch GmbH and Robert Bosch LLC (“Plaintiffs”) filed their Complaint on November 3, 2014, against Defendants Deeds Performance and Joshua Lee Deeds for counterfeiting, trademark infringement, unfair competition, and false advertising in violation of the Lanham Act, and for unfair competition and false advertising in violation of California law.


Based on the findings set forth in this Court’s Order of June 29, 2015, as well as the parties’ subsequent agreement, it is hereby ordered, adjudged, and decreed that:

1. Judgment is entered for Plaintiffs and against Defendants on all of Plaintiffs’ claims.

1 2. Plaintiffs are awarded damages against Deeds Performance in the
2 amount of two hundred thousand dollars (\$200,000), and judgment is hereby entered
3 against Deeds Performance for this amount.

4 3. Counsel for Plaintiffs is awarded attorneys' fees against Deeds
5 Performance in the amount of seven thousand and six hundred dollars (\$7,600), and
6 judgment is hereby entered against Deeds Performance for this amount.

7 4. The attorneys' fees award described in Paragraph 3 above is in addition
8 to the \$200,000 award set forth in Paragraph 2 above.

9 5. Defendants are permanently enjoined and restrained from directly or
10 indirectly infringing the trademarks BOSCH and  (collectively, the "BOSCH
11 Marks") in any manner, and specifically:

- 12 a. Using the BOSCH Marks, or any marks similar thereto, or any
13 reproduction, counterfeit, copy, or colorable imitation of the
14 BOSCH Marks, in connection with the promotion, marketing,
15 advertising, offering for sale, or sale of non- BOSCH goods or
16 services, *i.e.*, goods or services that are not produced by
17 Plaintiffs, or which do not originate from Plaintiffs.
- 18 b. Promoting, marketing, advertising, offering for sale, or selling
19 any counterfeit BOSCH goods.
- 20 c. Promoting, marketing, advertising, offering for sale, or selling
21 any modified BOSCH goods without proper disclosures advising
22 consumers of such modifications.
- 23 d. Promoting, marketing, advertising, offering for sale, or selling
24 any modified BOSCH goods while claiming that such products
25 are genuine, unmodified BOSCH goods.
- 26 e. Importing for resale into the United States, offering for sale in
27 the United States, or selling in the United States any BOSCH
28 product not authorized by Plaintiffs for sale in the United States.

- 1 f. Using any mark that is likely to be confused by the public with
2 the BOSCH Marks in connection with the manufacture,
3 promotion, sale or offering for sale of:
4 i. any non-genuine BOSCH products; or
5 ii. any modified BOSCH products without proper disclosures
6 advising consumers of such modifications.
7 g. Using any other trademark, trade name, logo, or design that tends
8 to represent falsely, or that is likely to confuse, mislead, or
9 deceive consumers to believe that any non-genuine BOSCH
10 products or modified BOSCH products are genuine, unmodified
11 BOSCH products, or that said goods have been sponsored,
12 approved, or licensed by Plaintiffs for consumer use.
13 h. Engaging in any conduct that tends falsely to represent that, or is
14 likely to confuse, mislead, or deceive consumers to believe that,
15 Defendants or any non-genuine BOSCH products or any
16 modified BOSCH products are sponsored, approved, or licensed
17 by Plaintiffs for consumer use.
18 i. Affixing, applying, annexing, or using in connection with the
19 promotion, advertising, sale, or offering for sale of any non-
20 genuine BOSCH products or any modified BOSCH products a
21 false description or representation or misleading statement of fact
22 that misrepresents the nature, qualities, characteristics, standard,
23 grade, style, or model of such goods or services, including but
24 not limited to, falsely representing that such products are new,
25 genuine, or non-modified BOSCH products.

26 6. Pursuant to 15 U.S.C. § 1118, unless Defendants have obtained written
27 permission from Plaintiffs by August 28, 2015, Deeds Performance shall at that time
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1 surrender any of the following materials in their possession or under their control to


2 Plaintiffs:

- 3 a. Any counterfeit or trademark infringing products;
- 4 b. Any labels, tags, signs, prints, packaging, and advertisements
- 5 therefor; and
- 6 c. Any molds, matrices, or other means for making the same.

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IT IS HEREBY ORDERED

Dated: September 28, 2015



HONORABLE BEVERLY REID O'CONNELL
UNITED STATES DISTRICT COURT JUDGE