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8 *Attorneys for Plaintiff*  
 9 *E-Hose Technologies LLC and*  
 10 *PhD Marketing, Inc.*

11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA

13 E-HOSE TECHNOLOGIES LLC, a  
 14 California Limited Liability Company;  
 15 and PhD MARKETING, INC., a  
 16 California Corporation,

17 Plaintiffs,

18 v.

19 UNLIMITED WIRELESS, an unknown  
 20 business entity; and DOES 1-10,  
 21 inclusive,

22 Defendant


23 ) CASE NO. CV 14-8595-GW(JEMx)  
 24 ) **ORDER RE CONSENT JUDGMENT**  
 25 ) **INCLUDING PERMANENT**  
 26 ) **INJUNCTION AND VOLUNTARY**  
 27 ) **DISMISSAL OF DEFENDANT**  
 28 ) **UNLIMITED WIRELESS WITH**  
 ) **PREJUDICE**

29 **WHEREAS Plaintiffs E-Hose Technologies LLC and PhD Marketing, Inc.**  
 30 (collectively “Plaintiffs” or “E-Hose”) having filed a Complaint in this action charging  
 31 **Defendant Tigran Galstyan dba Unlimited Wireless & Vape**, erroneously sued as  
 32 **“Unlimited Wireless**, (“Defendant”) with Trademark Infringement, False  
 33 Designations of Origin, Unfair Competition, and related state law claims arising from  
 34 Defendant’s unauthorized manufacture, production, distribution, advertisement,  
 35 offering for sale, and/or sale of apparel bearing unauthorized reproductions of the E-  
 36 Hose Marks, and the parties herein having simultaneously entered into a Settlement  
 37 Agreement and Mutual Release; and the parties hereto desiring to fully settle all of the  
 38

1 claims in this action among the parties to this Final Judgment; Defendant has agreed to  
2 consent to the below judgment:

3 **WHEREAS**, This Court has jurisdiction over the parties to this Final Consent  
4 Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. §  
5 1121.

6 **WHEREAS**, Plaintiffs are the owners of the trademark “E-HOSE” and various  
7 composite trademarks comprising said mark and assorted design components. E-Hose  
8 Marks include but are not limited to the following marks:

Trademark	U.S. Reg./Serial No.	Class(es)/Goods
<b>E-HOSE</b>	4,463,945	Chemical flavorings in liquid form contained within a cartridge used to refill electronic cigarettes
<b>E-HOSE</b>	4,456,664	Cigarette tubes; Electric cigarettes; Electronic cigarette refill cartridges sold empty; Electronic cigars; Electronic hookahs; Hookah parts, namely, tube and hose; Hookah tobacco; Hookahs; Smokeless cigarette vaporizer pipe; Smoker's articles, namely, hookah charcoal.
	4,005,820	Electric cigarettes ; Electric cigars ; Electric smoking pipes.

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21 **WHEREAS**, Plaintiffs have alleged that Defendant’s manufacture, production,  
22 distribution, advertisement, offering for sale, and/or sale of products bearing  
23 counterfeit reproductions of the E-Hose Marks (“Counterfeit Products”) constitutes  
24 trademark infringement and unfair competition under the Lanham Trademark Act and  
25 under the common law.

26 **WHEREAS**, pursuant to the parties’ stipulation, **IT IS HEREBY ORDERED**  
27 that Judgment shall be entered in favor of Plaintiffs in the amount of **\$100,000.00**  
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1 against Defendant with respect to Plaintiffs' claims as set forth in the Complaint filed  
2 in the present action.

3 **WHEREAS**, Defendant has agreed to consent to the below terms of a  
4 permanent injunction, **IT IS FURTHER ORDERED** that:

5 1. Defendant and its agents, servants, employees and all entities and/or  
6 persons in active concert and participation with it who receive actual notice of this  
7 Final Consent Judgment are hereby permanently restrained and enjoined from  
8 infringing upon the E-Hose Marks either directly or contributorily in any manner,  
9 including:

10 (a) Manufacturing, purchasing, producing, distributing, circulating,  
11 selling, offering for sale, importing, exporting, advertising, promoting, displaying,  
12 shipping or marketing products bearing the E-Hose Marks, and/or marks identical  
13 and/or confusingly similar thereto;

14 (b) Delivering, holding for sale, returning, transferring or otherwise  
15 moving, storing or disposing in any manner products bearing the E-Hose Marks,  
16 and/or marks identical and/or confusingly similar thereto;

17 (c) Using the E-Hose Marks or any reproduction, counterfeit, copy or  
18 colorable imitation thereof in connection with the manufacture, importation,  
19 distribution, advertisement, offer for sale and/or sale of merchandise comprising not  
20 the genuine products of E-Hose, or in any manner likely to cause others to believe that  
21 Defendant's products are connected with E-Hose or Plaintiffs' genuine merchandise;

22 (d) Assisting, aiding or attempting to assist or aid any other person or  
23 entity in performing any of the prohibited activities referred to in Paragraphs 5(a) to  
24 5(c) above.


25 2. The parties shall bear their own costs and attorneys' fees associated with  
26 this action

27 3. The execution of this Final Consent Judgment shall serve to bind and  
28 obligate the parties hereto.

1           4.     The jurisdiction of this Court is retained for the purpose of making any  
2 further orders necessary or proper for the construction or modification of this Final  
3 Judgment, the enforcement thereof and the punishment of any violations thereof.  
4 Except as otherwise provided herein, this action is fully resolved with prejudice as to  
5 Defendant Unlimited Wireless.

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7 **IT IS SO ORDERED.**

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9 DATED: April 16, 2015

  
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Hon. George H. Wu  
**United States District Judge**

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