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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

CREE, INC., et al.,  
Plaintiff,  
v.  
JK BOONTON SUPPLY, LLC, et al.,  
Defendants.

Case No.: CV 16-1282 DMG (ASx)

**FINAL JUDGMENT, INCLUDING  
PERMANENT INJUNCTION,  
AGAINST DEFENDANT JK  
BOONTON SUPPLY, LLC, A NEW  
JERSEY LIMITED LIABILITY  
COMPANY [35]**

The Court, pursuant to the Stipulation for Entry of Final Judgment, including Permanent Injunction, by and between Plaintiff Cree, Inc. (“Plaintiff”), on the one hand, and Defendant Yong Jin Zheng (“Defendant”), pro se and as sole owner/member acting on behalf of Defendant JK Boonton Supply, LLC (collectively, “Defendants”), on the other hand, hereby ORDERS, ADJUDICATES and DECREES that a final judgment, including permanent injunction, shall be and hereby is entered against Defendant JK Boonton Supply, LLC, a New Jersey limited liability company, as follows:

1           **1.     FINAL JUDGMENT.** Plaintiff shall recover from Defendant JK  
2 Boonton Supply, LLC, a New Jersey limited liability company, the sum of One  
3 Hundred Twenty-Five Thousand Dollars (\$125,000.00) on its Complaint for  
4 Damages and Declaratory Relief.

5           **2.     PERMANENT INJUNCTION.** Defendant JK Boonton Supply,  
6 LLC and any person or entity acting in concert with, or at its direction, including  
7 any and all agents, servants, employees, partners, assignees, distributors, suppliers,  
8 resellers and any others over which it may exercise control, is hereby restrained  
9 and enjoined, pursuant to 15 United States Code (“U.S.C.”) §1116(a), from  
10 engaging in, directly or indirectly, or authorizing or assisting any third party to  
11 engage in, any of the following activities:

12                   (i) copying, manufacturing, importing, exporting, purchasing,  
13 marketing, advertising, offering for sale, selling, receiving, storing, fulfilling,  
14 distributing or dealing in any product or service that uses, or otherwise making any  
15 use of, any of Plaintiff’s intellectual properties, including but not limited to, the  
16 **CREE®** word and design trademarks (Reg. Nos. 2,440,530; 2,452,761; 3,935,628;  
17 3,935,629; 3,938,970; 4,026,756; 3,935,630; 3,935,631; 3,938,971; 2,922,689;  
18 3,998,141; 3,998,142; 4,233,855; 4,234,124; 4,641,937; 4,597,310; 4,597,311;  
19 4,767,107; 4,771,402; 4,787,288), **CREE LEDS®** word and design trademarks  
20 (Reg. Nos. 3,360,315; 4,558,924), **CREE LED LIGHT®** word and design  
21 trademarks (Reg. No. 3,327,299), **CREE LED LIGHTING®** word and design  
22 trademarks (Reg. Nos. 3,891,756; 3,891,765), **CREE LED LIGHTING**  
23 **SOLUTIONS®** word and design trademarks (Reg. No. 3,526,887), **CREE**  
24 **TRUEWHITE®** word and design trademarks (Reg. Nos. 4,029,469; 4,091,530),  
25 and **CREE TRUEWHITE TECHNOLOGY®** word and design trademarks (Reg.  
26 Nos. 4,286,398; 4,099,381) affixed to Plaintiff’s Complaint for Damages and  
27 Declaratory Relief as **Exhibits “A” - “DD”** (ECF Dkt. 1, ¶20, Pages 5-10)  
28 (collectively, “Plaintiff’s Intellectual Properties”);

1 (ii) using, advertising or displaying Plaintiff's Intellectual  
2 Properties to suggest that non-genuine LED portable lighting products, including  
3 but not limited to flashlights, being advertised for sale are manufactured, sponsored  
4 or endorsed by Plaintiff; and/or

5 (iii) owning or controlling any Internet domain name or website that  
6 uses any of Plaintiff's Intellectual Properties.


7 **3.** This Permanent Injunction shall be deemed to have been served upon  
8 Defendant JK Boonton Supply, LLC at the time of its execution by the Court.

9 **4.** The Court finds there is no just reason for delay in entering this  
10 Permanent Injunction against Defendant JK Boonton Supply, LLC, and the Court  
11 directs immediate entry of this Permanent Injunction against Defendant JK  
12 Boonton Supply, LLC.

13 **5. NO APPEALS AND CONTINUING JURISDICTION.** No  
14 appeals shall be taken from this Final Judgment, including Permanent Injunction,  
15 against Defendant JK Boonton Supply, LLC, and Plaintiff and Defendants waive  
16 all rights to appeal. This Court expressly retains jurisdiction over this matter to  
17 enforce any violation of the terms of this Final Judgment, including Permanent  
18 Injunction, by Defendant JK Boonton Supply, LLC.

19 **6. NO FEES AND COSTS.** Plaintiff and Defendants shall bear their  
20 own attorneys' fees and costs incurred in this matter.

21 IT IS SO ORDERED, ADJUDICATED and DECREED this 30th day of  
22 November, 2016.

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24 DOLLY M. GEE  
25 UNITED STATES DISTRICT JUDGE  
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