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JS-6

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

CREE, INC., a North Carolina Corporation,

Plaintiff,

v.

GEARXS, INC., an Illinois Corporation;
REFAEL YITZHAKI, an Individual
d/b/a GEARXS, INC.; WEST COAST
IMPORTS, INC.; and DOES 1-10,
Inclusive,

Defendants.

Case No.: 2:16-cv-04515-JFW-PLAx

**PERMANENT INJUNCTION
AGAINST DEFENDANTS WEST
COAST IMPORTS, INC.**

Hon. John F. Walters

The Court, pursuant to the Stipulation for Entry of Permanent Injunction and Dismissal of Entire Action by and between Plaintiff Cree, Inc. (“Plaintiff”), and Defendants West Coast Imports, Inc. (“Defendants”), on the other hand, hereby ORDERS, ADJUDICATES and DECREES that a permanent injunction shall be and hereby is entered against Defendant as follows:

1. PERMANENT INJUNCTION. Defendant and any person or entity acting in concert with, or at its direction, including any and all agents, servants, employees, partners, assignees, and any others over which they may exercise control, are hereby restrained and enjoined, pursuant to 15 United States Code (“U.S.C.”) § 1116(a), from engaging in, directly or indirectly, or authorizing or assisting any third party to engage in, any of the following activities in the United

1 States and throughout the world:

2 (i) copying, manufacturing, importing, exporting, purchasing,
3 marketing, advertising, offering for sale, selling, receiving, storing, fulfilling,
4 distributing or dealing in any product or service that uses, or otherwise making
5 any use of, any of Plaintiffs' intellectual properties, including but not limited to,
6 the **CREE®** (Reg. Nos. 2,440,530; 2,452,761; 3,935,628; 3,935,629; 3,938,970;
7 4,026,756; 3,935,630; 3,935,631; 3,938,971; 2,922,689; 3,998,141; 3,998,142;
8 4,233,855; 4,234,124; 4,641,937; 4,597,310; 4,597,311; 4,767,107; 4,771,402;
9 4,787,288), **CREE LEDS®** (Reg. Nos. 3,360,315; 4,558,924), **CREE LED**
10 **LIGHT®** (Reg. No. 3,327,299), **CREE LED LIGHTING®** (Reg. Nos.
11 3,891,756; 3,891,765), **CREE LED LIGHTING SOLUTIONS®** (Reg. No.
12 3,526,887), and **CREE TRUEWHITE®** (Reg. Nos. 4,029,469; 4,091,530), **CREE**
13 **TRUEWHITE TECHNOLOGY** (Reg. Nos. 4,286,398; 4,099,381) word and
14 design trademarks affixed as **Exhibits "A" - "DD"** to Plaintiff's Complaint (ECF
15 Dkt. 30, ¶21)(collectively, "Plaintiff's Intellectual Properties");

16 (ii) copying, manufacturing, importing, exporting, marketing, sale,
17 offering for sale, distributing or dealing in any product or service which uses, or
18 otherwise makes any use of, any of CREE's Marks, and/or any Plaintiff's
19 Intellectual Property, pursuant to the causes of action of this Litigation, which is
20 confusingly or substantially similar to, or which constitutes a colorable imitation
21 of, any of CREE's Marks, whether such use is as, on, in or in connection with any
22 trademark, service mark, trade name, logo, design, Internet use, website, domain
23 name, metatags, advertising, promotions, solicitations, commercial exploitation,
24 television, web-based or any other program, or any product or service, or
25 otherwise using, advertising or displaying Plaintiff's Intellectual Properties to
26 suggest that non-genuine CREE-related products being advertised are
27 manufactured, sponsored or endorsed by Plaintiff;

28 (iii) performing or allowing others employed by or representing

1 them, or under their control, to perform any act or things prohibited by law,
2 which is likely to injure CREE, any of CREE's Marks;

3 (iv) engaging in any acts of federal and/or state trademark
4 infringement, false designation of origin, unfair competition, dilution, or other act
5 which would tend to damage or injure CREE; and/or

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

8 **2.** This Permanent Injunction does not apply to authentic CREE LEDs
9 or component parts bearing Plaintiff's Intellectual Properties authorized by CREE.

10 **3.** This Permanent Injunction shall be deemed to have been served upon
11 Defendants at the time of its execution by the Court.

12 **4.** The Court finds there is no just reason for delay in entering this
13 Permanent Injunction against Defendants, and the Court directs immediate entry
14 of this Permanent Injunction against Defendants.

15 **5. NO APPEALS AND CONTINUING JURISDICTION.** No
16 appeals shall be taken from this Permanent Injunction, and the parties waive all
17 rights to appeal. This Court expressly retains jurisdiction over this matter to
18 enforce any violation of the terms of this Permanent Injunction and Confidential
19 Settlement Agreement by the parties.

20 **6. NO FEES AND COSTS.** Each party shall bear its/his own attorneys'
21 fees and costs incurred in this matter.

22 **7. DISMISSAL OF ENTIRE ACTION.** Upon entry of this Permanent
23 Injunction against Defendants, the case shall be dismissed with prejudice in its
24 entirety.

25 IT IS SO ORDERED, ADJUDICATED and DECREED this 7th day of July,
26 2017.

27 

28 HON. JOHN F. WALTER
United States District Judge