



- 1 a. using Patagonia’s trademarks as set forth in Patagonia’s First  
2 Amended Complaint (collectively, the “Patagonia Trademarks”);  
3 any reproduction, counterfeit, copy, or colorable imitation of the  
4 Patagonia Trademarks; or any mark confusingly similar thereto or  
5 likely to dilute the Patagonia Trademarks in connection with  
6 manufacturing, distributing, delivering, shipping, importing,  
7 exporting, advertising, marketing, promoting, selling or offering  
8 for sale products, including vests and other apparel, that are not  
9 manufactured by or for Patagonia, nor authorized by Patagonia to  
10 be sold or offered for sale (the “Counterfeit Products”);
- 11 b. engaging in unauthorized copying, display, use, and public  
12 distribution of Patagonia’s copyrighted content, or creating  
13 unauthorized derivative works from Patagonia’s copyrighted  
14 content;
- 15 c. doing any other acts or things likely to cause purchasers,  
16 consumers, or others to believe that Defendants’ products come  
17 from Patagonia or its licensees, or are somehow licensed,  
18 sponsored, endorsed, or authorized by, or otherwise affiliated or  
19 connected with, Patagonia;
- 20 d. moving, returning, destroying, secreting, or otherwise disposing of  
21 any alleged Counterfeit Products or any products that otherwise  
22 bear, contain, display, or utilize any of the Patagonia Trademarks,  
23 any derivation or colorable imitation thereof, or any mark  
24 confusingly similar thereto or likely to dilute the Patagonia  
25 Trademarks;
- 26 e. removing, destroying, altering secreting, or otherwise disposing of  
27 any files, electronic files or data, business records, or documents  
28 containing any information relating to any of Defendants’ assets or

1 operations, or to the importing, manufacturing, production,  
2 marketing, advertising, promoting, acquisition, purchase,  
3 distribution or sale of Counterfeit Products or any products that  
4 otherwise bear, contain, display, or utilize any of the Patagonia  
5 Trademarks, any derivation or colorable imitation thereof, or any  
6 mark confusingly similar thereto or likely to dilute or detract from  
7 the Patagonia Trademarks;

8 f. otherwise competing unfairly with Patagonia or any of its  
9 authorized licensees in any manner, which does not include using  
10 the OTB mark separate and apart from any of Patagonia's  
11 Trademarks or other intellectual property; and

12 g. assisting, aiding, or abetting any other person or business entity in  
13 engaging or performing any of the activities referred to in the  
14 above subparagraphs (a) through (f), or effecting any assignments  
15 or transfers, forming new entities or associations, or utilizing any  
16 other device for the purpose of circumventing or otherwise  
17 avoiding the prohibitions set forth in subparagraphs (a) through (f).

18 2. Defendants, their officers, directors, agents, representatives, successors or  
19 assigns, and all persons acting in concert or participation with any of them are  
20 preliminarily enjoined from transferring, disposing of, or secreting any of Defendants'  
21 assets.

22 3. Defendants, their officers, directors, agents, employees, representatives,  
23 successors or assigns, and all persons acting in concert or in participation with any of  
24 them, or receiving actual notice of this Order by personal service or otherwise, are  
25 preliminarily enjoined from transferring, withdrawing, or disposing of any money or  
26 other asset into or out of accounts associated with the products at issue—including but  
27 not limited to any funds from the sale of the alleged Counterfeit Products—held by,  
28

1 associated with, or utilized by the Defendants, regardless of whether such money or  
2 assets are held in the U.S. or abroad.

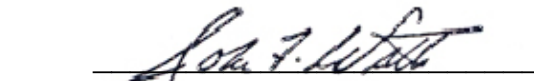
3 4. Any banks, savings and loans associations, payment processors or other  
4 financial institutions (including PayPal) for the Defendants, receiving actual notice of  
5 this Order by personal service or otherwise, shall immediately locate all accounts  
6 associated with the products at issue—including but not limited to any funds from the  
7 sale of the alleged Counterfeit Products—held by or connected with Defendants, and  
8 any such accounts shall be enjoined from transferring or disposing of any assets in  
9 those accounts until further ordered by this Court.

10 5. Upon two (2) business days' written notice to the Court and Patagonia's  
11 counsel, any affected third party may, upon proper showing, appear and move for  
12 dissolution or modification of the provisions of this Order.

13 6. All materials seized in the seizures carried out in accordance with the  
14 Court's December 27, 2016 Order (Dkt. 37) shall be held by Patagonia, Inc. (through  
15 itself or its agents) until the final resolution or disposition of this case.

16 IT IS SO ORDERED.

17  
18 Dated: January 18, 2017

  
\_\_\_\_\_  
19 Hon. John F. Walter  
20 United States District Judge  
21  
22  
23  
24  
25  
26  
27  
28