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NOTE: CHANGES MADE BY THE COURT

Attorneys for Plaintiff Spy Optic, Inc.

7
 8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

11 SPY OPTIC INC., a California
 Corporation,
 12
 13 Plaintiff,
 vs.
 14 THE INDIVIDUALS, PARTNERSHIPS
 AND UNINCORPORATED
 15 ASSOCIATIONS IDENTIFIED ON
 SCHEDULE "A" and
 16 DOES 1-10,
 17 Defendants.
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CASE NO. 2:17-CV-04532-JFW-JC
**ORDER RE PERMANENT
 INJUNCTION AND DISMISSAL OF
 ACTION WITH PREJUDICE AS TO
 ZHANG QIAN A/K/A DEFENDANT
 IDENTIFIED AS EBAY USER ID
 FASHIONS-STORES**

19 **Plaintiff Spy Optic, Inc.** ("Spy Optic" or "Plaintiff") having filed a Complaint
 20 in this action charging **Defendant Zhang Qian** (张骞) identified in Schedule A by
 21 eBay user ID **fashions-stores** and associated PayPal Account e-mail address
 22 szxingugang2@163.com arising from the advertisement, offering for sale, and sale of
 23 products bearing counterfeit reproductions of Spy Optic's federally registered SPY
 24 Marks ("Counterfeit Products") on eBay.com ("eBay").

25 **WHEREAS**, the parties herein have simultaneously entered into a confidential
 26 Settlement Agreement and Mutual Release;


27 **WHEREAS** Spy Optic and Zhang Qian - the owner and operator of eBay user
 28 ID **fashions-stores** and associated PayPal Account e-mail address

1 szxingugang2@163.com have stipulated to the below terms, **IT IS HEREBY**

2 **ORDERED** that:

3 1. Defendant and its agents, servants, successors and assigns are hereby
4 immediately and permanently restrained and enjoined from:

5 (a) manufacturing or causing to be manufactured, importing,
6 advertising, promoting, distributing, selling or offering to sell products bearing Spy
7 Optic's federally registered "SPY Marks" identified below:

8 Trademark	U.S. Reg. No.	Reg. Date	Goods and Services
9 SPY	1,981,513	06/18/1996	Glasses and Sunglasses
	3,700,605	10/27/2009	Bags; Namely, Backpacks and Sport Bags
	3,750,166	02/16/2010	Retail Store Services and On-line Retail Store Services Featuring Sunglasses, Sport Goggles, and Wearing Apparel
15 SPY OPTIC	3,218,701	03/13/2007	Wearing Apparel; Namely T-Shirts, Shirts, Sweatshirts, Pants, Shorts, Jackets, Hats, Visors, Caps, Belts and Shoes
	3,468,936	07/15/2008	Sunglasses and Sports Goggles
20 	2,157,268	05/12/1998	Sunglasses
	3,648,121	06/30/2009	Bags; Namely, Backpacks and Sport Bags

23 (b) moving, destroying, altering, removing, or otherwise dealing with
24 the unauthorized products or any books or records which contain any information
25 relating to the importing, manufacturing, producing, distributing, circulating, selling,
26 marketing, offering for sale, advertising, promoting, renting or displaying of all
27 unauthorized products which infringe the SPY Marks;

1 (c) using any reproduction, counterfeit, copy, or colorable imitation of
2 the SPY Marks in connection with the publicity, promotion, sale, or advertising of any
3 goods sold by Defendant;

4 (d) using any logo and/or layout which may be calculated to falsely
5 advertise the services or products of Defendant as being sponsored by, authorized by,
6 endorsed by, or in any way associated with Spy Optic;

7 (e) falsely representing Defendant as being connected with Spy Optic,
8 through sponsorship or association;

9 (f) engaging in any act which is likely to falsely cause members of the
10 trade and/or of the purchasing public to believe any goods or services of Defendant are
11 in any way endorsed by, approved by, and/or associated with Spy Optic;

12 (g) Challenging the validity, enforceability, and/or Spy Optic's
13 ownership of SPY Marks;

14 (h) Knowingly assisting, aiding or attempting to assist or aid any other
15 person or entity in performing any of the prohibited activities referred to in Paragraphs
16 1(a) through 1(g) above.

17 2. This Court has jurisdiction over the parties herein and has jurisdiction
18 over the subject matter hereof pursuant to 15 U.S.C. § 1121.

19 3. The execution of this stipulation shall serve to bind and obligate the
20 parties hereto. However, dismissal with prejudice of this action as to the Defendant
21 identified herein shall not have preclusive effect on those who are not a party to this
22 stipulation or who are not specifically released in the parties' written settlement
23 agreement, all claims against whom Plaintiff expressly reserves.

24 4. PayPal, Inc. ("PayPal") is ordered to (1) disburse the funds of Defendant
25 restrained pursuant to the Court's Orders, dated June 22, 2017 and July 6, 2017
26 (Docket #19) as directed by Plaintiff's counsel; and (2) upon transfer of the funds as
27 required herein, PayPal shall remove any restraints that were placed on Defendant's
28 PayPal account pursuant to said Court Orders and return Defendant's account back to

1 an unrestrained status in accordance with PayPal's operating procedures and contract
2 for services with Defendant.

3 5. Spy Optic shall have the right to seek sanctions for contempt,
4 compensatory damages, injunctive relief, attorneys' fees, costs, and such other relief
5 deemed proper in the event of a violation or failure by Defendant to comply with any
6 of the provisions hereof..

7 6. Plaintiff and Defendant shall bear their own costs and attorneys' fees
8 associated with this action.

9 7. The jurisdiction of this Court is retained for the purpose of making any
10 further orders necessary or proper for the construction or modification of this
11 Stipulation/Order.

12 8. Except as otherwise provided herein, this action is fully resolved and
13 dismissed with prejudice as to Zhang Qian (张骞) a/k/a Defendant identified as Ebay
14 User ID fashions-stores only.

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16 DATED: August 7, 2017

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18 Hon. John F. Walter
19 United States District Judge
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