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NOTE: CHANGES MADE BY THE COURT

*Attorneys for Plaintiff Spy Optic, Inc.*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SPY OPTIC INC., a California Corporation,

) CASE NO. 2:17-CV-04532-JFW-JC

Plaintiff,  
VS.

**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**

THE INDIVIDUALS, PARTNERSHIPS  
AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON  
SCHEDULE "A" and  
DOES 1-10,

## Defendants.

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

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

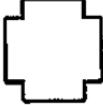
**WHEREAS** Spy Optic and Zhang Qian - the owner and operator of eBay user ID **fashions-stores** and associated PayPal Account e-mail address

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:

Trademark	U.S. Reg. No.	Reg. Date	Goods and Services
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
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
	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;

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

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

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

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

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

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

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

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

4. PayPal, Inc. (“PayPal”) is ordered to (1) disburse the funds of Defendant restrained pursuant to the Court’s Orders, dated June 22, 2017 and July 6, 2017 (Docket #19) as directed by Plaintiff’s counsel; and (2) upon transfer of the funds as required herein, PayPal shall remove any restraints that were placed on Defendant’s 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.

15  
16 DATED: August 7, 2017

  
Hon. John F. Walter  
United States District Judge