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JS-6

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

HARMAN INTERNATIONAL  
INDUSTRIES, INC.,

Plaintiff,

vs.

NEW AUDIO VIDEO, dba  
NEWAUDIOVIDEO.COM,

Defendant.

Case No. CV-17-4672-MWF (SKx)

**DEFAULT JUDGMENT AND  
INJUNCTION AGAINST  
DEFENDANT NEW AUDIO  
VIDEO, dba  
NEWAUDIOVIDEO.COM.**

The above-entitled matter came before the Honorable Michael W. Fitzgerald, United States District Judge, presiding in Courtroom 5A of the above-entitled Court, pursuant to Plaintiff's Application for Judgment Pursuant to Clerk's Entry of Default (Docket No. 28).

Defendant New Audio Video, dba newaudiovideo.com, having been regularly served with process, having failed to plead or otherwise defend this action and its default having been entered on September 22, 2017, and upon

1 Plaintiff having requested judgment against the defaulted Defendant; and having  
2 considered Plaintiff's Application and supporting papers, and good cause being  
3 shown,

4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that  
5 judgment be entered as follows:

6 1. Defendant shall pay Plaintiff a sum of **\$2,044,000**, which is inclusive of  
7 statutory damages pursuant to 15 U.S.C. § 1117(c)(2) (\$2,000,000), attorneys'  
8 fees pursuant to 15 U.S.C. § 1117(a) and Local Rule 55-3 (\$43,600), and costs  
9 pursuant to 15 U.S.C. § 1117(a) (\$400).

10 2. Defendant and its partners, officers, agents, servants, employees,  
11 attorneys, subsidiaries, and successors-in-interest and all those acting in concert  
12 with them with actual knowledge of this Judgment are hereby permanently  
13 enjoined, effective immediately, from the following:

- 14 A. using the Harman Marks or any mark that is confusingly similar  
15 to the Harman Marks, whether alone or in combination with  
16 any other words or symbols;
- 17 B. acquiring, or taking any steps to acquire, any Harman products  
18 containing the Harman Marks, including, but not limited to,  
19 REVEL, LEXICON, HARMAN KARDON or JBL, in violation  
20 of any agreement Harman may have with its authorized dealers,  
21 or through any other improper or unlawful channels;
- 22 C. advertising, selling, listing, promoting, displaying, offering for  
23 sale or shipping, or taking any steps to advertise, sell, list,  
24 promote, display, offer for sale or ship, any Harman product  
25 containing the Harman Marks, including but not limited to  
26 REVEL, LEXICON, HARMAN KARDON or JBL products;

1 D. inducing, assisting or abetting any other person or entity in  
2 engaging in or performing any of the activities proscribed in the  
3 paragraphs above; and

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5 E. engaging in any further infringement and/or counterfeiting.

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8 Dated: December 5, 2017

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10 MICHAEL W. FITZGERALD  
11 United States District Judge

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