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JS-6

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 7 COMMUNICATIONS HOLDING
 8 COMPANY, LLC

9
 10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13 CHARTER COMMUNICATIONS
 14 HOLDING COMPANY, LLC, a
 15 Delaware limited liability company,

CASE NO. 2:18-cv-00577-JFW-KS

16 Plaintiff,

**CONSENT JUDGMENT AND
 PERMANENT INJUNCTION
 AGAINST ALL DEFENDANTS**

17 vs.

18
 19 KANNYN MACRAE, an individual;
 20 WATCH FREE HDTV, a California
 21 business entity of unknown type; and
 22 ARAMARA LLC D/B/A BRAND
 23 HUT, a California limited liability
 24 company,

25 Defendants.

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1 CONSENT JUDGMENT

2 Plaintiff Charter Communications Holding Company, LLC (“Charter”) and
3 Defendants Kannyn MacRae (“MacRae), Watch Free HDTV, and Aramara LLC
4 d/b/a Brand Hut (“Brand Hut”) (collectively, “Defendants”), having settled this
5 action on terms agreeable to all parties, and pursuant to the terms of their
6 Confidential Settlement Agreement it is hereby ORDERED, ADJUDGED and
7 DECREED as follows:

8
9 1. Defendants have stipulated to, and the Court finds that Defendants have
10 admitted to, the following:

- 11 a. Charter is the owner of United States design service mark Reg. No.
12 4,559,311 (the “Charter Mark”).
- 13 b. On or about December 14, 2017, Charter first sent cease and desist
14 correspondence to MacRae and Watch Free HDTV alerting them that the
15 sales of their digital TV antenna (“Infringing Product”) with the assistance
16 of Brand Hut were infringing the Charter Mark.
- 17 c. Defendant MacRae, on behalf of himself and Watch Free HDTV,
18 acknowledged the infringement and promised to cease same.
- 19 d. Defendants did not cease their infringement of the Charter Mark and
20 continued to sell the Infringing Products bearing copies of the Charter
21 Mark.
- 22 e. On or about January 24, 2018, Charter filed suit against Defendants in the
23 United States District Court for the Central District of California (Case
24 No. 2:18-cv-00577-JFW-KS).
- 25 f. Since December of 2016, Defendants have sold \$110,676.56 worth of the
26 Infringing Products.
- 27 g. Given the close similarity of the Charter Mark and Defendants’ mark,
28 there is a high likelihood of confusion among relevant purchasers as to the

- 1 source of the Infringing Products.
- 2 h. Defendants understand that, in its Complaint, Charter is seeking its actual
3 damages as a result of Defendants' conduct, treble damages, prejudgment
4 interest, and attorneys' fees and expenses.
- 5 i. Defendants, without authorization or license from Charter, used or
6 reproduced the Charter Mark in connection with their distribution,
7 importation, shipping, advertising, offering for sale, selling, and
8 facilitating the sale of Defendants' Infringing Products in commerce.
- 9 j. Charter has incurred attorneys' fees in excess of \$30,000 pursuing this
10 matter.
- 11 k. Defendants consent to entry of judgment against them, jointly and
12 severally, in the amount of \$140,676.56.

13

14 2. Pursuant to 15 U.S.C. § 1116 and Federal Rule Civil Procedure 65,
15 Defendants, their agents, heirs, successors and assigns, and any company controlled
16 by Defendants, are permanently enjoined from all sales, offers for sales, marketing,
17 internet websites, or any other conduct which infringes the Charter Mark.
18 Defendants are further permanently enjoined from any sales and marketing activity
19 which knowingly utilizes any of Charter's intellectual property or marks or any
20 marks confusingly similar thereto, whether related to the sales of the Infringing
21 Product or any other product or service. This permanent injunction shall take effect
22 immediately.

23

24 3. Defendants, their agents, heirs, successors and assigns, are permanently
25 enjoined from challenging the validity or enforceability of the Charter Mark in any
26 future proceeding, including but not limited to any proceeding before any judicial
27 or administrative tribunal including without limitation any court, arbitrator, or the
28 United States Patent and Trademark Office.

1 4. Judgment is hereby entered against Defendants, jointly and severally, in
2 the amount of \$140,676.56.

3
4 5. This Court shall retain jurisdiction and venue over the parties, this
5 Consent Judgment, and the parties' Settlement Agreement so that any disputes or
6 controversies that may arise with regard to any of them shall be exclusively brought
7 before this Court for resolution thereof. Without limiting the generality of the
8 foregoing, either party shall bring any action to enforce any provision of any related
9 settlement agreement solely by filing an action in this Court.

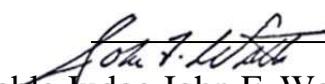
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11 6. The terms of this Consent Judgment and the terms and stipulations of
12 the Settlement Agreement executed by the parties are binding on the parties in any
13 future action and the parties are foreclosed, in any future action, from litigating any
14 of such terms and stipulations.

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16 7. The parties shall bear their own costs and attorneys' fees.

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18 8. This Consent Judgment constitutes a Final Judgment pursuant to
19 Federal Rule of Civil Procedure 58.

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21 IT IS SO ORDERED.

22 Dated: April 16, 2018 _____



Honorable Judge John F. Walter
United States District Court

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25 [SIGNATURE PAGE FOLLOWS]
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DATED: April 9, 2018

THOMPSON COBURN LLP

By: /s/ Samuel R. Watkins
SAMUEL R. WATKINS
Attorneys for Plaintiff CHARTER
COMMUNICATIONS HOLDING
COMPANY, LLC

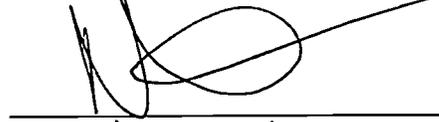
Kannyn MacRae



Watch Free HDTV


By: KANNYN MACRAE

Aramara, LLC d/b/a Brand Hut


By: NIMA ARAMARA