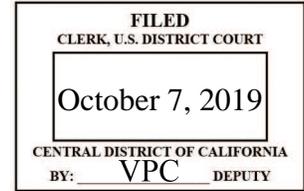


JS-6

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**



LAKESHORE EQUIPMENT  
COMPANY, a California corporation,

Plaintiff,

v.

ECR4KIDS, L.P., a California limited  
partnership,

Defendant.

**Case No. 2:18-cv-10338**

**HONORABLE JUDGE OTERO**

**CONSENT JUDGMENT AND STIPULATED PERMANENT INJUNCTION**

Plaintiff, Lakeshore Equipment Company d/b/a Lakeshore Learning Materials (“Lakeshore”), filed civil action number 2:18-cv-10338 in the Central District of California, against defendant, ECR4KIDS, L.P. (“ECR4KIDS”), asserting claims for (1) trade dress infringement in violation of 15 U.S.C. § 1125(a); (2) trade dress dilution in violation of 15 U.S.C. § 1125(c); (3) unfair competition and false designation of origin in violation of 15 U.S.C. § 1125(a); (4) unfair competition and false designation of origin in violation of Cal. Bus. & Prof. Code § 17200; (5) trade dress dilution in violation of Cal. Bus. & Prof. Code § 14247; (6) common law trade dress infringement; (7) common law unfair competition; (8) common law misappropriation; and (9) unjust enrichment. Lakeshore duly served its Complaint on ECR4KIDS on December 18, 2018, and ECR4KIDS filed its Answer on January 29, 2019. ECR4KIDS now stipulates and consents to the Court’s entry of this Consent Judgment and Permanent Injunction.

NOW THEREFORE, upon consent of the parties, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court has subject matter jurisdiction over this action pursuant to at least 15 U.S.C. § 1121(a) and 28 U.S.C. §§ 1331, 1338(a) & (b), and 1367(a).
2. This Court has personal jurisdiction over ECR4KIDS and venue is proper in this judicial district at least because, inter alia, the ECR4KIDS is doing business in the State of California, including in this District.
3. ECR4KIDS sold, offered to sell, promoted, advertised, imported, and distributed covered seat products, cushioned seat products, and outdoor table, bench, and chair products, exemplary images of which are shown in Exhibit 1 (collectively the “Accused Products”).
4. Lakeshore asserts that it owns all right, title, and interest in and to the trade dress rights in the overall look and appearance of the Lakeshore Privacy Nook, Lakeshore Tree Seats, and Lakeshore Outdoor Tables, Benches, and Chairs, exemplary images of which are shown in Exhibit 2 (collectively the “Lakeshore Trade Dress”).
5. Lakeshore has asserted that the Accused Products violate the Lakeshore Trade Dress.
6. ECR4KIDS has denied that any protectable rights exist in the Lakeshore Trade Dress and that ECR4KIDS has infringed any such alleged rights.
7. To resolve Lakeshore’s allegations that the Accused Products violate the Lakeshore Trade Dress, ECR4KIDS has agreed to cease selling the Accused Products.
8. ECR4KIDS shall not at any time advertise, promote, sell, offer to sell, distribute, manufacture, or import any of the Accused Products in any color or color combination.
9. This Court permanently enjoins ECR4KIDS and each of its officers, agents, employees, servants, successors, and assigns, and any other persons who are in active concert or participation with any of the foregoing who have actual knowledge of this Order from

advertising, promoting, selling, offering to sell, distributing, manufacturing, and importing any of the Accused Products in any color or color combination.

10. Each party shall bear its own costs and attorney fees.
11. This Court shall retain jurisdiction over the parties for the purpose of enforcing the terms of this Consent Judgment and Permanent Injunction and the parties' settlement agreement.
12. This Consent Judgment and Permanent Injunction represents a final adjudication of all claims, counterclaims, and defenses that were, or could have been, brought between Lakeshore and ECR4KIDS in this case. This Consent Judgment and Permanent Injunction is intended to be final and shall bind Lakeshore and ECR4KIDS on all issues that were or could have been litigated in this proceeding, except that ECR4KIDS shall retain the right to defensively challenge the Lakeshore Trade Dress should Lakeshore assert that trade dress in future litigation against ECR4KIDS or ECR4KIDS' customers, distributors, suppliers or retailers regarding any product sold or sourced by ECR4KIDS that is not one of the Accused Products. Lakeshore and ECR4KIDS shall not appeal any issue from this proceeding.

Dated: October 7, 2019

SO ORDERED:



\_\_\_\_\_  
S. James Otero  
United States District Judge

Consented and Agreed to:

DATED: September 26, 2019

BANNER & WITCOFF, LTD

By:  \_\_\_\_\_

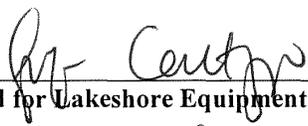
Attorneys for Plaintiff

LAKESHORE EQUIPMENT COMPANY

DATED: \_\_\_\_\_, 2019

LAW OFFICES OF MANUEL DE  
LA CERRA

By: \_\_\_\_\_  
Attorneys for Defendant  
ECR4KIDS, L.P.

  
\_\_\_\_\_  
Signed for Lakeshore Equipment Company

Name: Jennifer Centazzo  
Title: COO  
Date: 9/26/19

\_\_\_\_\_  
Signed for ECR4KIDS, L.P.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DATED: 9/26, 2019

LAW OFFICES OF MANUEL DE  
LA CERRA



By: \_\_\_\_\_  
Attorneys for Defendant  
ECR4KIDS, L.P.

\_\_\_\_\_  
Signed for Lakeshore Equipment Company

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



\_\_\_\_\_  
Signed for ECR4KIDS, L.P.

Name: Mitchell G. Lynn

Title: President, CRI Global, LLC, General Partner

Date: 9/26/19

**EXHIBIT 1**  
**Exemplary Images of Lakeshore's Trade Dress**

**Exemplary Images of a Lakeshore Privacy Nook.**



**Exemplary Image of Lakeshore Tree Seats.**



**Exemplary Image of the Lakeshore Outdoor Table, Bench, and Chairs.**



**EXHIBIT 2**  
**Exemplary Images of the Accused Products**

**Exemplary Images of ECR4KIDS' Accused Covered Seat Products.**



**Exemplary Images of ECR4KIDS' Accused Tree Seat Products.**



**Exemplary Image of ECR4KIDS' Accused Outdoor Table, Bench, and Chairs Products.**

