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Attorneys for Plaintiff
 EAGLE TECH COMPUTERS, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - EASTERN DIVISION

EAGLE TECH COMPUTERS, INC., a)	Case No.: EDCV13-652 VAP (OPx)
California corporation;)	
)	
Plaintiff,)	
)	
vs.)	[Proposed] CONSENT DECREE
)	PURSUANT TO STIPULATION
)	
DISCOUNTS ONLINE, INC., a)	
California corporation dba)	
DISCOUNTS JUNGLE; and DOES 1)	
through 25, inclusive,)	
)	
Defendants.)	

1 The Court, having read and considered the Joint
2 Stipulation for Entry of Consent Decree that has been executed
3 on behalf of Plaintiff Eagle Tech Computers, Inc. ("Plaintiff"),
4 Discounts Online, Inc. ("Defendant") and Westco, Inc. ("Cross-
5 Defendant"), and good cause appearing therefore, hereby:

6 ORDERS that this Consent Decree shall be and is hereby
7 entered in the within action as follows:

8 1. This Court has jurisdiction over this matter pursuant
9 to 15 U.S.C.A. § 1121 and 28 U.S.C.A. §§ 1331, 1332, 1338 and
10 1367.

11 2. Plaintiff is the owner of all rights in and to the
12 trademark registration listed in Exhibit "A" ("Eagle Arion
13 Mark") attached hereto and incorporated herein by this
14 reference.

15 3. Plaintiff has expended considerable resources in the
16 creation and commercial exploitation of the Eagle Arion Mark on
17 merchandise and in the enforcement of its intellectual property
18 rights in the Eagle Arion Mark.

19 4. Plaintiff has alleged that Defendant made unauthorized
20 use of the Eagle Arion Mark.

21 5. Defendant has alleged that acts or omissions
22 attributable to Cross-Defendant are responsible for Plaintiff's
23 damages.

24 6. Defendant and Cross-Defendant, and their respective
25 agents, servants, employees and all persons in active concert
26 and participation with them who receive actual notice of the
27 injunction are hereby restrained and enjoined from:
28

1 a) Infringing Plaintiff's trademark in the Eagle Arion
2 Mark, either directly or contributorily, in any manner,
3 including generally, but not limited to, manufacturing,
4 importing, distributing, advertising, selling, or
5 offering for sale, any unauthorized product which
6 features the Eagle Arion Mark ("Unauthorized Products"),
7 and, specifically:

8 i) Importing, manufacturing, distributing,
9 advertising, selling, or offering for sale, the
10 Unauthorized Products or any other unauthorized
11 products which picture, reproduce, copy or use the
12 likenesses of or bear a substantial similarity to the
13 Eagle Arion Mark;

14 ii) Importing, manufacturing, distributing,
15 advertising, selling, or offering for sale, in
16 connection thereto any unauthorized promotional
17 materials, labels, packaging or containers which
18 picture, reproduce, copy or use the likenesses of or
19 bear a confusing similarity to the Eagle Arion Mark;

20 iii) Engaging in any conduct that tends falsely to
21 represent that, or is likely to confuse, mislead or
22 deceive purchasers, Defendant's or Cross-Defendant's
23 customers and/or members of the public to believe,
24 the actions of Defendant or Cross-Defendant, the
25 products sold or offered by Defendant or Cross-
26 Defendant, or Defendant or Cross-Defendant themselves
27 are connected with Plaintiff, are sponsored, approved
28

1 or licensed by Plaintiff, or are affiliated with
2 Plaintiff; or
3 iv) Affixing, applying, annexing or using in
4 connection with the importation, manufacture,
5 distribution, advertising, selling, offering for
6 sale, or other use of any goods or services, a false
7 description or representation, including words or
8 other symbols, tending to falsely describe or
9 represent such goods as being those of Plaintiff.

10 7. Each party shall bear its own fees and costs of suit.

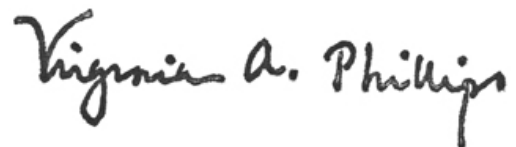
11 8. This Consent Decree shall be deemed to have been
12 served upon Defendant and Cross-Defendant at the time of its
13 execution by the Court.

14 9. The Court finds there is no just reason for delay in
15 entering this Consent Decree and, pursuant to Rule 54(a) of the
16 Federal Rules of Civil Procedure, the Court directs immediate
17 entry of this Consent Decree against Defendant and Cross-
18 Defendant.

19 10. The Court shall retain jurisdiction of this action to
20 entertain such further proceedings and to enter such further
21 orders as may be necessary or appropriate to implement and
22 enforce the provisions of this Consent Decree.

23 11. Except as provided herein, all claims alleged in the
24 Complaint and Counterclaim are dismissed with prejudice.

25
26
27 DATED: June 16, 2014



Hon. Virginia A. Phillips
United States District Judge

1
2 YARMOSKI LAW GROUP

3 By: _____
4 John Yarmoski
5 Attorneys for Plaintiff
6 Eagle Tech Computers, Inc.
7

8 LAW OFFICES OF BIN LI & ASSOCIATES

9 By: _____
10 Bin Li
11 Attorneys for Defendant
12 Discounts Online, Inc.
13

14 BRYON Y. CHUNG, APC

15 By: _____
16 Bryon Y. Chung
17 Attorneys for Defendant
18 Discounts Online, Inc.
19

20 LAW OFFICES OF MARK E. GOODFRIEND

21 By: _____
22 Mark E. Goodfriend
23 Attorneys for Cross-Defendant
24 Westco, Inc.
25
26
27

28 **EXHIBIT A**

PLAINTIFF EAGLE TECH COMPUTERS, INC.'s TRADEMARK

Trademark: EAGLE ARION

Mark Drawing Code: Word

Trademark Registration No.: 3918096

Trademark Registration Date: February 8, 2011