



1           Whereas Plaintiff Monster Energy Company (“Monster”) and Defendant  
2 Integrated Supply Network, LLC (“ISN”), in order to avoid further irreparable  
3 harm to Monster, consent and agree to the terms and conditions of this  
4 Stipulated Consent Judgment and Permanent Injunction.

5           **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS**  
6 **FOLLOWS:**

7           1.     On March 22, 2017, Monster initiated this action by filing a  
8 Complaint against ISN in the Central District of California for trademark  
9 infringement, trade dress infringement, false designation of origin, and unfair  
10 competition.

11           2.     The Court has personal jurisdiction over each of the parties to this  
12 action. The Court also has subject matter jurisdiction over this action pursuant  
13 to 15 U.S.C. §§ 1116 and 1121(a), 28 U.S.C. § 1331, 1338, and 1367(a). Venue  
14 is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c).

15           3.     Final judgment is entered in favor of Monster and against ISN on  
16 Monster’s (1) First Claim for Relief for trademark infringement, trade dress  
17 infringement, and false designation of origin pursuant to 15 U.S.C. § 1125(a);  
18 (2) Second Claim for Relief for trademark infringement pursuant  
19 to 15 U.S.C. § 1114; (3) Third Claim for Relief for unfair competition in  
20 violation of Cal. Bus. Prof. Code §§ 17200, *et seq.*; and (4) Fourth Claim for  
21 Relief for unfair competition in violation of California common law.

22           4.     DEFENDANT ISN IS HEREBY PERMANENTLY ENJOINED  
23 FROM:

24           (a)    any further manufacturing, distributing, shipping,  
25 advertising, marketing, promoting, importing, displaying,  
26 selling or offering to sell (including, but not limited to,  
27 through retail outlets, mobile distributors and on any  
28 websites or social media such as [excesstools.com](http://excesstools.com),

1 tooltopia.com, mobiledealer.com and monster-tools.com)  
2 (collectively the “Prohibited Conduct”) any products,  
3 packaging, labelling or services that bear, display, or include  
4 any trademark or name that uses or includes, in whole or in  
5 part, the word “Monster,” or any trademark or name  
6 confusingly similar thereto, or any variant, derivative, or  
7 misspelling of the word Monster, such as Monstrous,  
8 Monstrosity, or Monsta (hereinafter “Infringing Marks”);  
9 and

10 (b) Engaging in any Prohibited Conduct in connection with any  
11 products or services that bear, display or include Monster  
12 Energy Company’s trade dress having the combination of the  
13 colors green and black in combination with the word  
14 “Monster,” or any variant, derivative, or misspelling of the  
15 word Monster, such as Monstrous, Monstrosity, or Monsta  
16 or any trade dress confusingly similar thereto (hereinafter  
17 “Infringing Trade Dress”).

18 5. Except as permitted by Paragraph 6, within ten (10) days after  
19 entry of this Permanent Injunction, ISN shall destroy all existing  
20 advertising, promotional materials, catalogs, or any other  
21 documents in its possession, custody, or control, reflecting or  
22 relating to any Prohibited Conduct regarding products or services  
23 that contain the Infringing Marks and/or the Infringing Trade  
24 Dress, and shall destroy all infringing inventory in ISN’s  
25 possession, custody, or control that contains the Infringing Marks  
26 and/or Infringing Trade Dress. Five (5) days after completing this  
27 destruction, ISN shall certify that destruction and report to both  
28 counsel for Monster Energy Company and this Court that the

1 destruction of these materials and inventory has been fully  
2 completed.

3 6. ISN shall be permitted to retain all records related to its prior  
4 activities, to service, replace or repair products it has previously  
5 sold that feature the Infringing Marks and/or Infringing Trade  
6 Dress, and to otherwise act in compliance with any government or  
7 industry recalls, mandates, or regulations as to those products. ISN  
8 shall not provide any replacement product or component that bears  
9 the Infringing Marks or Infringing Trade Dress.

10 7. Pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure,  
11 this injunction shall bind ISN's officers, agents, servants,  
12 employees, and attorneys, successors and assigns, and all other  
13 persons who are in active concert or participation with any of the  
14 aforementioned persons.


15 8. Each party will bear its own costs and attorneys' fees for this  
16 action.

17 9. This Order is not appealable because the parties have agreed to its  
18 terms.

19 10. This Court shall retain jurisdiction over this matter for all purposes,  
20 including for the purpose of enforcing the terms and provisions of  
21 this Stipulated Consent Judgment and Permanent Injunction.  
22

23 **IT IS SO ORDERED.**

24  
25  
26 Dated: JUNE 17, 2021

  
\_\_\_\_\_  
Hon. Consuelo B. Marshall  
United States District Judge

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

APPROVED AS TO FORM:

KNOBBE, MARTENS, OLSON & BEAR,  
LLP

Dated: June 14, 2021

/s/ Brian C. Horne  
Steven J. Nataupsky  
Joseph R. Re  
Lynda J. Zadra-Symes  
Paul A. Stewart  
Brian C. Horne  
Yanna S. Bouris  
Marko R. Zoretic  
Jason A. Champion

Attorneys for Plaintiff, MONSTER ENERGY  
COMPANY

Dated: June 14, 2021

MADEL PA

/s/ Cassandra B. Merrick (with permission)  
By: Christopher W. Madel  
Jennifer M. Robbins  
Cassandra B. Merrick  
Stephen M. Premo

Attorneys for Defendant, Integrated Supply  
Network

35069178

DB1/ 122041776.3