

1 Pursuant to the Settlement Agreement between the parties, and their joint request, the
2 Court hereby enters the following Judgment:

3 IT IS ORDERED, ADJUDGED AND DECREED that Defendants have infringed
4 Plaintiffs' copyrights by creating, making and/or developing works infringing on the Subject
5 Collections.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants, and their
7 respective officers, directors, employees and agents, successors or assigns and any company or
8 entity controlled by any of the Defendants, or acting in concert with any of the Defendants, shall
9 not copy, publish or use, in any way (directly or indirectly) any of the photographs in the Subject
10 Collections, or any other photographs, images or writings subject to Plaintiffs' common law or
11 statutory copyrights (including dimensional product images).

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants, and their
13 respective officers, directors, employees and agents, successors or assigns and any company or
14 entity controlled by any of the Defendants, or acting in concert with any of the Defendants, shall
15 not violate Plaintiffs' intellectual property rights, including but not limited to, Plaintiffs' copyright
16 in the Subject Collections.

17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants shall
18 destroy within five days of entry of this Judgment all photographs in the Subject Collections, or
19 any other photographs belonging to Plaintiffs.

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs, and each of
21 them, jointly and severally, shall have judgment against Defendants, and each of them, jointly
22 and severally, in the amount of \$175,000 (the "Judgment Amount"), which Defendants may pay
23 on the following terms: Contemporaneously with the execution and delivery of the Settlement
24 Agreement between the parties, by wire transfer (to the account as instructed by Plaintiffs) the
25 amount of \$20,000; and for 31 consecutive months starting on November 1, 2018, Defendants
26 shall pay Plaintiffs consecutive monthly payments of \$5,000 each, by wire-transfer, certified, bank
27 or cashier's check, for total payments of \$175,000 to Plaintiffs. Defendants shall be entitled to
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1 make any of these monthly payments early with no early payment penalty. If any amount is not
2 paid when due, Defendants consent to issuance of a writ of execution for the full remaining
3 balance plus interest from the date of this Judgment on the balance.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment Amount is
5 nondischargeable under 11 U.S.C. § 523(a)(2)(B), and that so long as the Judgment Amount
6 remains outstanding, the Judgment Amount shall not be dischargeable in any bankruptcy case or
7 any other case filed by or against Defendants under 11 U.S.C. § 101 *et seq.*, and shall be deemed
8 nondischargeable for all other legal purposes.

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this matter shall be
10 administratively closed upon entry of this Judgment, but the Court shall retain jurisdiction and
11 venue over Plaintiffs and Defendants solely with respect to enforcement of this Judgment and the
12 Settlement Agreement between the parties and any dispute or controversies that may arise with
13 regard thereto, which shall be exclusively brought before this Court for resolution thereof.
14 Without limiting the generality of the foregoing, either party shall bring any action to enforce or
15 construe any provisions of this Judgment or the Settlement Agreement solely by reopening this
16 matter in this Court. In the event of such reopening of this matter for enforcement or to construe
17 the provisions of this Judgment or the Settlement Agreement, the prevailing party shall be entitled
18 to recover its attorneys' fees.

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the terms of this
20 Judgment and the terms of the Settlement Agreement are binding on the parties in any future
21 action and the parties are foreclosed, in any such future action, from litigating any of such terms.

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1 NOW, therefore, this Court enters FINAL JUDGMENT for Plaintiffs against Defendants,
2 with all parties to bear their own attorney fees and costs.

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4 **IT IS SO ORDERED.**

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6 DATED: October 23, 2018


7 CONSUELO B. MARSHALL
8 UNITED STATES DISTRICT JUDGE

9 Jointly Submitted and Consented to:

10 /s/ Joseph C. Andras
11 Joseph C. Andras, Esq.
12 Phillip Ashman, Esq.
13 Brian A. Kumamoto, Esq.
14 Myers Andras Ashman Kumamoto LLP
15 Attorneys for Plaintiffs

16 /s/ Eric Kelly
17 Eric Kelly, Esq.
18 Attorney for Defendants
19 Razer Auto, Inc., Samuel Chi, and Jennifer Chi

20 /s/ Maurice Sharpe
21 Maurice Sharpe, Esq.
22 Attorney for Defendants
23 Galaxy Moto, Inc; GC Innovation; Garry Ching;
24 Jessica Ching; and Linda Chiu

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