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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

Eat Strong, LLC., a Utah company,
Plaintiff,
v.
Palomino Trade, LLC, a California
company,
Defendant.

Case No. 5:23-cv-02041 DDP (KKx)
~~PROPOSED~~ ORDER AND FINAL
JUDGMENT INCLUDING
PERMANENT INJUNCTION [27]

Hon. R. Gary Klausner,
Presiding Judge

Trial Date: None

Based upon the Application for Default Judgment submitted by Plaintiff Eat Strong, LLC the Court believes this is a proper action to make a Final Judgment including a Permanent Injunction.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that this case be deemed “exceptional” under 15 U.S.C. § 1117(a).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment be entered in favor of Plaintiff Eat Strong, LLC, in the amount of \$16,449 against Defendant Palomino Trade, LLC, for attorneys’ fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defaulting Defendant, Palomino Trade, LLC and its owners, officers, agents, servants, employees, attorneys, suppliers, distributors, those who provide marketing, promotional, distribution, and selling services for Palomino Trade, LLC are

1 permanently restrained and enjoined from infringing on the FUELED FRESH
2 KITCHEN trademark (“TRADEMARK”), either directly or contributorily, in any
3 manner, including but not limited to:

4 1. Using on its Internet website, <https://www.fueledkitchen.com>, or using on
5 any other website operated by, controlled by, or affiliated with Palomino Trade, LLC
6 (including without limitation, [ubereats.com](https://www.ubereats.com), [yelp.com](https://www.yelp.com), Instagram, Facebook, or
7 similar third party website) anywhere in the world any reproduction, counterfeit,
8 copy, or colorable imitation of the TRADEMARK, or using the words “FUELED”
9 and/or “FUEL’D” otherwise, for so long as the TRADEMARK is being used by Eat
10 Strong, LLC, or any successor-in-interest, by itself or in connection with any other
11 word, symbol or alphanumeric characters, in connection with the sale, offering for
12 sale, distribution, or advertising of any goods or services in the food, food preparation,
13 or restaurant industry;

14 2. Using any advertisement, label, package, sign, written solicitation,
15 printed material, electronic media, television broadcast or video broadcast featuring
16 the TRADEMARK, or anywhere in the world any reproduction, counterfeit, copy, or
17 colorable imitation of the TRADEMARK, including using the words “FUELED”
18 and/or “FUEL’D” otherwise, for so long as the TRADEMARK is being used by Eat
19 Strong, LLC, or any successor-in-interest, by itself or in connection with any other
20 word, symbol or alphanumeric characters, in connection with the sale, offering for
21 sale, distribution, or advertising of any goods or services in the food, food preparation,
22 or restaurant industry;

23 3. Making any statement or representation whatsoever, or using any false
24 designation of origin or false description, or performing any act, which can or is likely
25 to lead the trade or public, or individual members thereof, to believe that any services
26 rendered by Defendant are in any manner associated or connected with Eat Strong,
27 LLC, or are sold, licensed, sponsored, approved, or authorized by Eat Strong, LLC;

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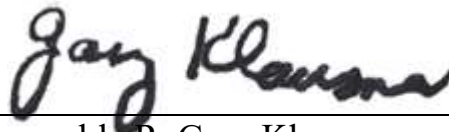
1 4. Engaging in any course of conduct likely to cause confusion, deception
2 or mistake, or to injure Eat Strong, LLC’s business reputation or dilute the distinctive
3 quality of the Trademark;

4 5. Effecting assignments or transfers, forming new entities or associations,
5 or utilizing any other device for the purpose of circumventing or otherwise avoiding
6 the prohibitions set forth in subparagraphs (i) through (v).

7 Defendant Palomino Trade, LLC, is hereby ordered to deliver up for
8 destruction to Eat Strong all products, advertisements, promotional materials, and
9 signage in their possession or under their control bearing the TRADEMARK, or any
10 simulation, reproduction, counterfeit, copy or colorable imitation thereof, pursuant to
11 15 U.S.C. § 1118;

12 The Court shall retain jurisdiction to enforce the terms of the Permanent
13 Injunction in this matter. All remaining claims between the parties are dismissed with
14 prejudice.

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16 Dated: 2/21/2024



Honorable R. Gary Klausner
U.S. District Court Judge

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23 Respectfully submitted by
24 Conkle, Kremer & Engel, PLC

25 /s/ Amanda R. Washton
26 Amanda R. Washton
27 Attorneys for Plaintiff Eat Strong LLC
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