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6	UNITED STATES DISTRICT COURT
7	FOR THE CENTRAL DISTRICT OF CALIFORNIA
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10	QS WHOLESALE, INC., a California) Case No. SACV13-00512-AG (JPRx)
11	Corporation; QUICKSILVER, INC., a) Delaware Corporation,) JUDGMENT
12)
13	Plaintiffs,)
14	vs.
15) ROX VOLLEYBALL, INC., a Florida)
16	Corporation; 1ST PLACE TEAM SALES,) INC., a Florida Corporation,)
17)
18	Defendants.)
19	/
20	Trial in this action began on January 13, 2015, in Courtroom 10D of the above-
21	mentioned Court, before the Honorable Andrew J. Guilford.
22	On January 23, 2015, the Court instructed the Jury on the claims by Plaintiffs
23 24	Quicksilver, Inc. and QS Wholesale, Inc. ("Plaintiffs").
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1	On January 23, 2015, the jury returned a special verdict with the following findings:
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3	1. Was there federal trademark infringement by the defendants, Rox Volleyball
4	and 1st Place Team Sales, on one of the claims brought by plaintiffs?
5	YES <u>X</u> NO
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9	2. Did defendants intentionally infringe?
10	YES <u>X</u> NO
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12	3. Did defendants engage in federal trademark dilution?
13	YES <u>X</u> NO
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17	4. Did defendants willfully cause a likelihood of dilution of the ROXY®
18	trademark?
19	YES <u>X</u> NO
20	statistick
21	****
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23 24	5. What amount of actual damages, if any, do you find that plaintiffs suffered a
24	a result of wrongful conduct of defendants? \$42,376
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1		6. What amount of profits, if any, earned by defendants are attributable to
2		wrongful conduct that are not taken into account by your answer to Question 5?
3		<u>\$161,775</u>
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5		7. Did plaintiffs know, or should plaintiffs have known, of Rox Volleyball's
6		allegedly infringing use by March 29, 2009?
7		YES NO <u>_X</u>
8		
9		Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
10	that:	
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12		1. Judgment is entered in Plaintiffs' favor and against Defendants for \$204,151.
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14		2. After receiving actual notice of the injunction by personal service or otherwise,
15		Defendants, and their affiliates, directors, officers, employees and agents, who are
16		in active concert with Defendants, are PERMANENTLY ENJOINED from:
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19		a. Selling, distributing for sale, producing, manufacturing, licensing, or using
20		apparel bearing "rox," or marketing such apparel with "rox," except where
21		both Defendants' design logo and the word "volleyball" are used in at least
22		equal size font to "rox." For example:
23		" R roxvolleyball" or " R Rox Volleyball"
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Rox

without the word "volleyball" in one limited instance. Defendants can use their design logo coupled with the word "rox" on team volleyball apparel where (A) governing rules limit the size of any logo or brand on such apparel and (B) including "volleyball" in equal size font to "rox" is impossible.

c. Defendants are permitted, for a period of six months after this Order is issued, to sell and distribute their existing inventory of infringing products. During the one year period, Defendants may only sell and distribute the infringing products through their current channels of distribution.

d. Within 60 days of the issuance of this Order, Defendants are further ORDERED to file with the Court and serve on Plaintiffs a writing under oath setting forth with specifics how they are complying with the injunction. At the end of the six month phase out period, Defendants must destroy any remaining infringing products and file with the Court a writing under oath (1) specifying the product styles and quantities of each product style destroyed and (2) declaring that no infringing products remain in Defendants' inventory.

IT IS SO ORDERED

Dated: July 23, 2015

mA

Hon. Andrew J. Guilford United States District Judge