

JS-6

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JOIMAX, INC., a Delaware corporation,

Plaintiff,

vs.

SURGICAL ORTHOPEDIC IMPLANTS,  
INC. d/b/a MAXSPINE, a Florida  
corporation,

Defendant.

Case No.: 8:17-cv-00979-JLS-JDE

The Honorable Josephine L. Staton

**JUDGMENT AGAINST  
DEFENDANT SURGICAL  
ORTHOPEDIC IMPLANTS, INC.  
d/b/a MAXSPINE**

Plaintiff Joimax, Inc. (“Joimax”) filed a Complaint alleging patent and trademark infringement and dilution, breach of contract, and unfair competition under federal and California law against Surgical Orthopedic Implants, Inc. d/b/a MaxSpine (“Defendant” or “MaxSpine”). Joimax alleges that MaxSpine manufactures and sells counterfeit medical devices that violate Joimax’s rights in its patents and registered trademarks and trade dress as to the following:

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- 1 1. United States Patent No. 8,267,937 entitled “Method for determining a  
2 tooth period length of a bone milling cutter”;
- 3 2. United States Patent No. 8,449,546 entitled “Spine cutter”;
- 4 3. United States Patent No. 8,623,021 entitled “Facet joint reamer”;
- 5 4. United States Patent No. 8,821,378 entitled “Device and method for  
6 minimally invasive spinal intervention”;
- 7 5. Trademark Registration No. 3,302,672 registered on October 2, 2007 on  
8 the Principal Register for the word mark, “Joimax,” is associated with  
9 various medical goods and services, including surgical instruments,  
10 medical cutting devices, and all instruments located in the TESSYS  
11 Instrument System and accompanying TESSYS Disposable Access Kit,  
12 including TESSYS Crown Reamers;
- 13 6. Trademark Registration No. 3,619,500 registered on May 12, 2009 on the  
14 Principal Register for the word mark, “TESSYS,” is associated with  
15 various medical goods and services, including surgical instruments,  
16 medical cutting devices, and all instruments located in the TESSYS  
17 Instrument System and accompanying TESSYS Disposable Access Kit,  
18 including TESSYS Crown Reamers;
- 19 7. Medical instruments under the trademarks “Joimax®” and “TESSYS®”  
20 bearing distinctive trade dress in the overall design of and logo on the  
21 metal bin for the TESSYS Instrument System and accompanying TESSYS  
22 Disposable Access Kit, including TESSYS Crown Reamers;  
23 (collectively, “Joimax’s Intellectual Property”).

24 Defendant has failed to respond to Joimax’s Complaint, and default has been  
25 entered against Defendant by the Clerk of this Court.

26 Therefore, good cause appearing,

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1           **IT IS ORDERED AND ADJUDGED** that Defendant, its principals, agents,  
2 affiliates, employees, officers, directors, servants, privies, successors, and assigns, and  
3 all persons acting in concert or participating with Defendant or under its control who  
4 receive actual notice of this Order, are hereby permanently enjoined and restrained,  
5 directly or indirectly, from doing, authorizing, or encouraging or procuring any persons  
6 to do any of the following until such time as this Order is dissolved or modified by  
7 further Court order:

8           1.     Manufacturing, producing, distributing, importing, accepting for  
9 consignment, shipping, circulating, selling, offering for sale, advertising, promoting, or  
10 displaying any product or image, whether physical, digital, or otherwise, using or  
11 bearing any of Joimax's Intellectual Property or bearing any simulation, reproduction,  
12 counterfeit, copy, or colorable imitation of Joimax's Intellectual Property;

13           2.     Making any statement or representation or using any false designation of  
14 origin or false description (including without limitation, any letters or symbols), or  
15 performing any act, which can or is likely to lead the trade or public, or individual  
16 members thereof, to believe that any product manufactured, distributed, or sold by  
17 Defendant is in any manner associated with Joimax or Joimax's Intellectual Property, or  
18 is sold, manufactured, licensed, sponsored, approved, or authorized by Joimax, and from  
19 otherwise competing unfairly with Joimax and injuring its business reputation;

20           3.     Imitating, copying, using, reverse engineering, or making any use of  
21 Joimax's Intellectual Property, including without limitation affixing, applying, or  
22 annexing or using Joimax's Intellectual Property in connection with any product,  
23 devices, designs, labels, displays, signs, prints, packages, wrappers, promotions, or  
24 advertisements;

25           4.     Assisting, aiding, encouraging, or abetting any other person, business, or  
26 entity in engaging in or performing any of the activities referenced above;

1 5. Infringing any claim of U.S. Patent Nos. 8,267,937; 8,449,546; 8,623,021;  
2 and 8,821,378 by making, using, selling, promoting, or offering to sell in the United  
3 States, or importing into the United States, any spine cutter, facet joint reamer, or device  
4 for minimally invasive spinal intervention or any variation of any of the foregoing not  
5 more than colorably different;

6 **IT IS FURTHER ORDERED THAT** within 30 calendar days, Defendant shall  
7 deliver to Joimax's counsel of record for sequestration and then destruction all products,  
8 merchandise, goods, or any other items that embody or which contain the counterfeit  
9 reamers used in connection with Defendant's counterfeiting activities or any other  
10 reproduction, copy, counterfeit, or colorable imitation of Joimax's Intellectual Property  
11 and all designs, plates, templates, molds, or means for making the same;

12 **IT IS FURTHER ORDERED THAT** within 30 calendar days, Defendant shall  
13 deliver to Joimax's counsel of record all products, merchandise, goods, or any other  
14 items in Defendant's possession, custody, or control that use, include, or display any of  
15 Joimax's Intellectual Property;

16 **IT IS FURTHER ORDERED AND ADJUDGED THAT** judgment be entered  
17 in favor of Joimax, Inc. and against Surgical Orthopedic Implants, Inc. d/b/a MaxSpine  
18 in the sum total amount of \$197,252.00, which is comprised of the following amounts:  
19 \$177,017.00 in damages and \$20,235.00 in attorneys' fees. Joimax, Inc. shall also be  
20 entitled to recover costs in an amount to be determined and post-judgment interest at the  
21 statutory rate.

22 The Court shall retain jurisdiction for the purpose of making any further orders  
23 necessary or proper for the construction or modification of this judgment, the  
24 enforcement thereof, and/or the punishment for any violations thereof.

25 IT IS SO ORDERED.

26 DATED: November 07, 2017



27 HON. JOSEPHINE L. STATON  
28 United States District Court Judge