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

SAMICK MUSIC CORP.,  
dba "HEALTH MATE,"

Plaintiff,

v.

GARRETT GORDON, an individual;  
NAOMI MASON, a.k.a. "KALI  
MASON," an individual;  
and DOES 1-25, inclusive,

Defendants.

Case No. SACV 20-395-GW-JDEx

**ORDER ENTERING PERMANENT  
INJUNCTION AGAINST  
DEFENDANT GARRETT GORDON**

Action Filed: February 26, 2020

1 **PERMANENT INJUNCTION**

2 **TO DEFENDANT GARRETT GORDON:**

3 The Court has reviewed and considered the Stipulation Between Plaintiff  
4 Samick Music Corp. and Defendant Garrett Gordon for Entry of Permanent  
5 Injunction Against Defendant Garrett Gordon, filed on April 26, 2021.

6 For **GOOD CAUSE** shown, **IT IS ORDERED, ADJUDGED, AND**  
7 **DECREED** that a **PERMANENT INJUNCTION IS HEREBY ENTERED**  
8 against Defendant Garret Gordon:

9 1. Defendant Garrett Gordon (“Defendant Gordon”) and Defendant  
10 Gordon’s officers, agents, servants, employees, representatives, associates, related  
11 corporate entities, owners, and operators, and/or all persons acting for, on behalf of,  
12 or in concert or cooperation with any of them (including but not limited to Defendant  
13 Naomi Mason, also known as “Kali Mason” (“Defendant Mason”)) and who have  
14 notice of this Permanent Injunction, is and are hereby **PERMANENTLY**  
15 **RESTRAINED AND ENJOINED:**

16 a. From any and all use of Plaintiff Samick Music Corp.’s  
17 HEALTH MATE Trademarks and/or its HEALTH MATE Logos, including without  
18 limitation, the use of the following: Health Mate’s federal trademarks registered with  
19 the United States Patent and Trademark Office (Nos. 2167332, 2167330, 574507,  
20 and 5980703); “HEALTH MATE”; “HEALTH MATE SAUNA”; “HEALTH  
21 MATE” combined with a lachrymiform shape trisected by two asymmetrical vertical  
22 swirls; a lachrymiform shape trisected by two asymmetrical vertical swirls;  
23 “HEALTH MATE REPLACEMENT PARTS”; or any other confusingly similar  
24 variation, combination, or derivation that includes the words “HEALTH MATE.”  
25 This provision applies, without limitation, to the use or display of any of the  
26 foregoing in any Internet domain name or website, business name, account,  
27 advertisement, customer review, purported customer review, video, email address,  
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1 email message or transmission, text message or transmission, promotional or  
2 marketing materials, facsimile transmissions, invoices, letterhead, mailing, or  
3 packaging, whether in written, recorded, paper, or electronic form or format, for any  
4 reason whatsoever, or in connection with the advertisement, sale, attempted sale, or  
5 packaging of any product.

6           b. From any and all use of the “Health Mate” trade name or  
7 corporate name, including without limitation the use of “Health Mate Fulfillment,”  
8 “Health Mate Sauna,” “Health Mate Sauna Fulfillment,” “Health Mate Wellness,”  
9 “Health Mate Infrared Sauna,” “HM Corporate Sales,” or any other confusingly  
10 similar variation, combination, or derivation that includes the words “Health Mate”  
11 or the letters “HM.” This provision applies, without limitation, to the use or display  
12 of the word “Health Mate” or “HM” in any Internet domain name or website,  
13 business name, account, advertisement, customer review, purported customer  
14 review, video, email address, email message or transmission, text message or  
15 transmission, promotional or marketing materials, facsimile transmissions, invoices,  
16 letterhead, mailing, or packaging, whether in written, recorded, paper, or electronic  
17 form or format, for any reason whatsoever, or in connection with the advertisement,  
18 sale, attempted sale, or packaging of any product.

19           c. From registering any domain name that includes “Health Mate”  
20 or any confusingly similar combination of words.

21           d. From assigning, transferring or otherwise hypothecating the  
22 [healthmateparts.com](http://healthmateparts.com) domain name to anyone other than to Plaintiff or to Plaintiff’s  
23 designee.

24           e. From directly or indirectly accessing, using, transferring,  
25 transmitting, assigning, disclosing, or making available to any person or entity other  
26 than to Plaintiff, any of Plaintiff’s confidential or trade secret documents, data or  
27 information, including but not limited to the information that was contained in the  
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1 customer resource management database known as Pipedrive prior to Defendant  
2 Gordon's transfer of Pipedrive to Health Mate pursuant to the Preliminary Injunction  
3 entered in this matter.

4 f. Other than as specified in the Parties' Confidential Global  
5 Settlement Agreement and Mutual Release of All Claims, from using or having  
6 possession, custody, or control of any of Plaintiff's confidential or trade secret  
7 documents, data or information, including but not limited to the information that was  
8 contained in the customer resource management database known as Pipedrive prior  
9 to Defendant Gordon's transfer of Pipedrive to Health Mate pursuant to the  
10 Preliminary Injunction entered in this matter.

11 **IT IS HEREBY FURTHER ORDERED:**

12 2. Defendant Gordon and Defendant Gordon's officers, agents, servants,  
13 employees, representatives, associates, related corporate entities, owners, and  
14 operators, and/or all persons acting for, on behalf of, or in concert or cooperation  
15 with any of them (including but not limited to Defendant Mason) and who have  
16 notice of this Order shall:

17 a. Forthwith take all necessary steps and actions to assist the  
18 registrar in transferring the "healthmateparts.com" domain name to Plaintiff's  
19 designee.

20 b. Forthwith transfer any and all content associated with the website  
21 located at [www.healthmateparts.com](http://www.healthmateparts.com) to Plaintiff's designee, or file with the Court  
22 and serve on Plaintiff a certification in writing, under oath, that all such content has  
23 been destroyed ("Compliance Report"). To the extent such content may be in the  
24 possession of Expert Data Forensics ("EDF"), a Nevada-based licensed digital  
25 forensics investigation firm retained by Defendant Gordon, Defendant Gordon may  
26 rely on a written confirmation from EDF that all data in its possession has been  
27 destroyed. Defendant Gordon may make the certification required by this Paragraph  
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1 2(b) individually based on a written confirmation from EDF (with such written  
2 confirmation to be appended to the Compliance Report) or EDF may make the  
3 certification on behalf of Defendant Gordon. The Compliance Report shall be filed  
4 and served in accordance with Paragraph 3.

5 3. By May 10, 2021, Defendant Gordon shall:

6 a. Disclose to Plaintiff any and all of Defendant Gordon's officers,  
7 agents, servants, employees, representatives, associates, related corporate entities,  
8 owners, and operators, and/or all persons acting for, on behalf of, or in concert or  
9 cooperation with any of them (including but not limited to Defendant Mason but  
10 excluding Defendant Gordon's legal counsel in this action), who to the best of  
11 Gordon's knowledge and understanding, may possess or may have custody or  
12 control of any of the information specified in Paragraph 1(f) above. Such disclosure  
13 shall include the name, last known address, last known cell phone number, and last  
14 known email address of the foregoing persons, if any; and

15 b. As part of the Compliance Report, file with the Court and serve  
16 on Plaintiff a certification in writing, under oath, that:

17 i. Defendant Gordon has disclosed to Plaintiff all persons in  
18 accordance with Paragraph 3(a), or that, to the best of Gordon's knowledge and  
19 understanding, no person possesses or has custody or control of any of the  
20 information specified in Paragraph 1(f) above.

21 ii. Defendant Gordon does not have possession, custody, or  
22 control of any of Plaintiff's confidential or trade secret documents, data or  
23 information, including but not limited to the information that was contained in the  
24 customer resource management database known as Pipedrive prior to Defendant  
25 Gordon's transfer of Pipedrive to Health Mate pursuant to the Preliminary Injunction  
26 entered in this matter.

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1                   iii. To the best of Defendant Gordon’s knowledge (provided  
2 that Defendant Mason is not employed by Defendant Gordon as of the date of  
3 certification), Defendant Mason does not have possession, custody, or control of any  
4 of Plaintiff’s confidential or trade secret documents, data or information, including  
5 but not limited to the information that was contained in the customer resource  
6 management database known as Pipedrive prior to Defendant Gordon’s transfer of  
7 Pipedrive to Health Mate pursuant to the Preliminary Injunction entered in this  
8 matter.

9                   iv. EDF does not have possession, custody, or control of any  
10 of Plaintiff’s confidential or trade secret documents, data or information, including  
11 but not limited to the information that was contained in the customer resource  
12 management database known as Pipedrive prior to Defendant Gordon’s transfer of  
13 Pipedrive to Health Mate pursuant to the Preliminary Injunction entered in this  
14 matter. For purposes of this paragraph, Defendant Gordon may rely on a written  
15 confirmation from EDF that all data in its possession has been destroyed. Defendant  
16 Gordon may make the certification required by this Paragraph 3(b)(iv) individually  
17 based on a written confirmation from EDF (with such written confirmation to be  
18 appended to the Compliance Report) or EDF may make the certification on behalf  
19 of Defendant Gordon.

20           4. By noon on May 6, 2021, Defendant Gordon shall serve on Plaintiff a  
21 draft of the Compliance Report.

22           5. Defendant Gordon shall forthwith deliver to Defendant Mason and any  
23 other persons described paragraph 3(a) above, if any, a copy of this Stipulated  
24 Permanent Injunction once entered by the Court and ask Defendant Mason to  
25 acknowledge receipt. Defendant Gordon shall forthwith provide notice to Plaintiff  
26 of compliance with this paragraph, including whether Defendant Mason  
27 acknowledges receipt.

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