

1 J. Scott Gerien, SBN: 184728  
 2 Christopher J. Passarelli, SBN: 241174  
 3 DICKENSON, PEATMAN & FOGARTY  
 4 1455 First Street, Ste. 301  
 5 Napa, California 94559  
 6 Phone: (707) 252-7122  
 7 Fax: (707) 255-6876  
 8 sgerien@dpf-law.com  
 9 cpassarelli@dpf-law.com

10 Thomas F. Hankinson, SBN: 0088367 (*Pro Hac Vice*)  
 11 KEATING MUETHING & KLEKAMP PLL  
 12 One East Fourth Street, Ste. 1400  
 13 Cincinnati, Ohio 45202  
 14 Phone: (513) 579-6400  
 15 Fax: (513) 579-6457  
 16 thankinson@kmlaw.com

17 Attorneys for Plaintiff, Lazer Kraze, Inc.

18 Richard M. Watts, Jr., SBN: 221268  
 19 MILLSTONE PETERSON & WATTS, LLP  
 20 2267 Lava Ridge Court, Ste. 210  
 21 Roseville, California 95661  
 22 Phone: (916) 780-8222  
 23 Fax: (916) 780-8775  
 24 rwatts@mpwlaw.net

25 Attorneys for Defendant, T and T Entertainment, Inc.,  
26 dba Laser Craze

27 **UNITED STATES DISTRICT COURT**  
 28 **EASTERN DISTRICT OF CALIFORNIA**

29 LAZER KRAZE, INC.	)	<b>Case No. 2:14-cv-02748-TLN-AC</b>
	)	
30 PLAINTIFF,	)	<b>Judge Troy L. Nunley</b>
	)	
31 v.	)	
	)	<b>CONSENT JUDGMENT AND</b>
32 T AND T ENTERTAINMENT, INC.,	)	<b>PERMANENT INJUNCTION;</b>
33 d/b/a LASER CRAZE	)	<b>ORDER</b>
	)	
34 DEFENDANT.	)	

1 Plaintiff Lazer Kraze, Inc. (“Plaintiff” or “Lazer Kraze”) and Defendant T and T  
2 Entertainment, Inc., d/b/a Laser Craze (“Defendant” or “T&T”) having agreed to settle the  
3 matters at issue between them without further litigation and having stipulated, by and through  
4 counsel, to the entry of a Consent Judgment and Permanent Injunction along the terms set forth  
5 herein in settlement and resolution of the above-referenced action, and the parties having waived  
6 and released all errors in the proceedings and the right to appeal from this Consent Judgment and  
7 Permanent Injunction entered, and the Court being duly advised, it is hereby ORDERED,  
8 ADJUDGED, AND DECREED as follows:

9  
10 **NATURE OF THE ACTION**

11 1. This is a civil action for trademark infringement and unfair competition under  
12 federal, state, and common law. Plaintiff contends, *inter alia*, that Defendant is unlawfully doing  
13 business under a confusingly similar trademark in willful violation of Lazer Kraze’s rights.

14  
15 **PARTIES, JURISDICTION AND VENUE**

16 2. Plaintiff Lazer Kraze, Inc. is an Ohio corporation having a principal place of  
17 business at 6075 Braymoore Dr., Galena, Ohio, 43021.

18 3. Defendant T and T Entertainment, Inc., d/b/a Laser Craze is a California corporation  
19 having a principal place of business at 6694 Lonetree Boulevard, Rocklin, California, 95765.

20 4. Defendant has been duly served with the Summons and Complaint, has appeared,  
21 and denies the claims asserted.

22 5. This Court has jurisdiction over the subject matter of this action pursuant to 15  
23 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338(b), and supplemental jurisdiction pursuant to 28  
24 U.S.C. § 1367. This Court also has diversity jurisdiction under 28 U.S.C. § 1332 because Lazer  
25 Kraze and Defendant are citizens of different states, namely Ohio and California, respectively, and  
26 the amount in controversy exceeds \$75,000 exclusive of interest and costs. Pursuant to 28 U.S.C.  
27 § 1367, this Court has supplemental jurisdiction over Lazer Kraze’s California-law claims because  
28 those claims are substantially related to Lazer Kraze’s federal Lanham Act claims. This Court has

1 personal jurisdiction over Defendant because Defendant’s principal place of business is located  
2 within this judicial district, and Defendant, either directly or through its agents, transacts business  
3 in the State of California and within this judicial district, and expected or should reasonably have  
4 expected its acts to have consequences in the State of California within this judicial district.

5 6. Venue is proper in this Division of the Eastern District of California pursuant to 28  
6 U.S.C. §§ 1391(b) and (c) because Defendant’s principal place of business is located in this  
7 Division of the District, and Defendant is doing business in this Division of this District and  
8 therefore may be found in this District, and a substantial part of the events giving rise to Lazer  
9 Kraze’s claims occurred in this Division of this District.

10  
11 **AGREED STATEMENT OF FACTS**

12 7. Lazer Kraze owns the following valid and subsisting federal trademark  
13 registration for its LAZER KRAZE mark (the “LAZER KRAZE Mark”), and since at  
14 least as early as 2004 has used such mark, for “entertainment and amusement centers,  
15 namely, interactive play areas featuring laser tag and arcade games” (the “Services”).

16

Mark	Goods/Services	Status/Key Dates
LAZER KRAZE	(Int'l Class: 41) Entertainment and amusement centers, namely, interactive play areas featuring laser tag and arcades	Registered Reg. No.: 3533628 Reg.: November 18, 2008 § 15: November 30, 2013

17  
18  
19

20 8. Defendant acknowledges that the LAZER KRAZE Mark is valid, subsisting,  
21 incontestable, and enforceable, and that Lazer Kraze has the exclusive right to use such trademark  
22 on and in connection with the services for which it is used.

23 9. Defendant T&T is in the business of advertising, marketing, and operating for  
24 commercial purposes amusement centers with interactive play areas that feature laser tag and  
25 arcade games. T&T has used a LASER CRAZE mark, which LAZER KRAZE claims is  
26 confusingly similar to the LAZER KRAZE Mark, in connection with the services set forth and  
27 described above. Specifically and without limitation, Defendant uses the word marks LASER  
28

1 CRAZE and LASERCRAZE as well as the following logo in connection with the services set forth  
2 and described above:



7 10. On December 16, 2013, March 5, 2014, and May 15, 2014 counsel for Lazer Kraze  
8 sent letters to T&T demanding that it cease and desist from all further use of the words “lazer  
9 craze,” or marks confusingly similar thereto, as part of a trademark used in connection with its  
10 amusement center. In addition to these letters, counsel for Lazer Kraze had a telephone  
11 conversation with John Hughes, the owner of T&T, in which counsel for Lazer Kraze reiterated  
12 Lazer Kraze’s request that T&T cease and desist all further use of the words “lazer craze,” or marks  
13 confusingly similar thereto, as part of a trademark used in connection with its amusement center.

14 11. In order to resolve this dispute without trial of any issue of law or fact and without  
15 any admission of wrongdoing, T&T and its owners, officers, directors, agents, servants, employees,  
16 and all persons and/or entities acting for, with, by, through, and/or in concert and participation with  
17 them, or any of them, agree as follows:

18  
19 **DISPOSITION**

20 12. T&T acknowledges Lazer Kraze’s exclusive right, title, and interest in and to the  
21 LAZER KRAZE Mark, along with all corresponding consumer good will, and T&T agrees that the  
22 LAZER KRAZE Mark and corresponding registration are valid, subsisting, and incontestable, and  
23 agrees that it shall not permit to be done any act or thing which impairs the rights of Lazer Kraze  
24 with respect to the LAZER KRAZE Mark. T&T will never expressly or impliedly represent that it  
25 has any ownership interest in, any rights to, or any relationship with, the LAZER KRAZE Mark,  
26 any mark similar thereto, or Plaintiff Lazer Kraze. T&T agrees that it will not attack the validity or  
27 distinctiveness of the LAZER KRAZE Mark or any mark similar thereto.

1           13.     Per the terms of and subject to the Settlement Agreement (defined herein below),  
2 T&T shall phase out all use of its LASER CRAZE mark, or any mark similar thereto, on or in  
3 connection with its business and any related advertising, marketing, or promotional materials  
4 (including signage and domain names) therefor, no later than 30 September 2015. After 30  
5 September 2015 T&T shall never use the trademark LASER CRAZE, or any trademark, trade  
6 name, business name, or other identifier similar to the LAZER KRAZE Mark on or in connection  
7 with goods, services, or business activities that are similar to the Services, or on any advertising,  
8 marketing, or promotional materials related thereto.

9           14.     On or before 30 September 2015, T&T shall certify to Lazer Kraze, in writing, that  
10 it has complied with the provisions set forth immediately above. For purposes of such certification,  
11 T&T shall provide to Lazer Kraze such documentary or photographic evidence as may be  
12 reasonably requested by Lazer Kraze. To the extent that any advertising, marketing, or  
13 promotional materials which do not comply with the Settlement Agreement remain in existence on  
14 30 September 2015, T&T shall, at its option, either deliver them up to Lazer Kraze for destruction  
15 or destroy such items and certify to Lazer Kraze in writing to their destruction.

16           15.     T&T shall make the necessary filing(s) to, among other things, update and/or cancel  
17 any existing business filings with the State of California or any other state which reflects T&T's  
18 use of the LASER CRAZE trademark.

19           16.     Upon and pursuant to the Settlement Agreement of the parties, and the Court being  
20 duly advised, the Court enters the following order:

21                   A.     An Order preliminarily and permanently enjoining Defendant, its  
22 employees, agents, officers, directors, shareholders, subsidiaries, related companies,  
23 affiliates, distributors, dealers, and all persons in active concert or participation with any  
24 of them:

25  
26                           i.     From using LASER CRAZE or any other trademarks, trade names,  
27 logos, and other names or identifiers that are the same as or  
28 confusingly similar to the LAZER KRAZE Mark, in any manner or

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

form, in connection with any goods or services after 30 September 2015;

ii. From representing or suggesting, by any means whatsoever, directly or indirectly, that Defendant, any goods or services offered by Defendant, or any activities undertaken by Defendant, are sponsored or approved by, or are associated, affiliated, or connected with Lazer Kraze in any way.

B. An Order requiring Defendant to: (1) cease use of the website located at *lasercrazeca.com*, the Facebook page located at *www.facebook.com/LaserCrazeCa*, and the Twitter handle *@lasercrazeca*; however, shall have the right to redirect those sites and social media to T&T's new website and social media through 31 December 2015. After 31 December 2015, T&T will entirely disable the website located at *lasercrazeca.com*, the Facebook page located at *www.facebook.com/LaserCrazeCa*, and the Twitter handle *@lasercrazeca*.

18. By entering into this Consent Judgment, T&T shall not be deemed to have admitted expressly or impliedly that it has violated any protectable trademarks or other rights of Plaintiff, in law or in equity, under federal or state law.

19. This Court has continuing jurisdiction to interpret and enforce the terms and provisions of the parties' certain Settlement Agreement and Mutual Release effective March 17, 2015 (the "Settlement Agreement") and this Consent Judgment and Permanent Injunction pursuant to the pronouncements of *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 381-382 (1994). In the event of breach of any of the obligations or covenants of this Consent Judgment, this Court shall retain exclusive jurisdiction to enforce its terms.

20. Service by mail upon Defendant, addressed to Richard M. Watts, Jr., Millstone Peterson & Watts, LLP, 2267 Lava Ridge Court, Suite 210, Roseville, California, 95661, of a copy of this Consent Judgment and Permanent Injunction entered by the Court is deemed

1 sufficient notice under Federal Rule of Civil Procedure 65. It shall not be necessary for  
2 Defendants to sign any form of acknowledgement of service.

3 21. The parties shall bear their own attorneys' fees and costs.

4 22. Subject to the terms of this Consent Judgment and the parties' Settlement  
5 Agreement, this action and all claims asserted herein shall be and hereby are terminated and  
6 dismissed, with prejudice.

7 //

8 //

9 //

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 Consented and Agreed To:

2

3 Date: March 20, 2015

By: /s/ J. Scott Gerien

4

J. Scott Gerien  
Christopher J. Passarelli  
DICKENSON, PEATMAN & FOGARTY  
1455 First Street, Ste. 301  
Napa, California 94559  
Phone: (707) 252-7122  
Fax: (707) 255-6876  
[sgerien@dpf-law.com](mailto:sgerien@dpf-law.com)  
[cpassarelli@dpf-law.com](mailto:cpassarelli@dpf-law.com)

5

6

7

8

9

10

Thomas F. Hankinson (*Pro Hac Vice*)  
KEATING MUETHING & KLEKAMP PLL  
One East Fourth Street, Ste. 1400  
Cincinnati, Ohio 45202  
Phone: (513) 579-6400  
Fax: (513) 579-6457  
[thankinson@kmklaw.com](mailto:thankinson@kmklaw.com)

11

12

13

14

*Attorneys for Plaintiff,  
Lazer Kraze, Inc.*

15

16

Date: March 20, 2015

By: /s/ Richard M. Watts, Jr.

17

Richard M. Watts, Jr.  
Glenn W. Peterson  
MILLSTONE PETERSON & WATTS, LLP  
2267 Lava Ridge Court, Ste. 210  
Roseville, California 95661  
Phone: (916) 780-8222  
Fax: (916) 780-8775  
[rwatts@mpwlaw.net](mailto:rwatts@mpwlaw.net)

18

19

20

21

22

*Attorneys for Defendant,  
T and T Entertainment, Inc.,  
dba Laser Craze*

23

24

25

26

27

28

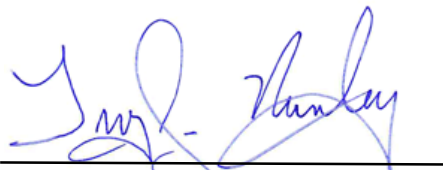


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

**IT IS SO ORDERED.**

Dated: March 27, 2015



---

Troy L. Nunley  
United States District Judge