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PATTISHALL, MCAULIFFE, NEWBURY,
HILLIARD & GERALDSON LLP
Raymond I. Geraldson, Jr.
Thad Chaloeontiarana
Alexis E. Payne
311 South Wacker Drive
Suite 5000
Chicago, Illinois 60606
Telephone: (312) 554-8000
Facsimile: (312) 554-8015
Email: RIG@pattishall.com
TC@pattishall.com
AEP@pattishall.com

GLYNN & FINLEY, LLP
Clement L. Glynn
100 Pringle Avenue
Suite 500
Walnut Creek, CA 94596
Telephone: (925) 210-2801
Facsimile: (925) 945-1975
Email: cglynn@glynnfinley.com

Attorneys for Plaintiff, Reliant Technologies, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

RELIANT TECHNOLOGIES, INC.,)
a corporation,)
)
Plaintiff,)
)
-v-)
)
ROBERT LANE McDANIEL,)
an individual,)
)
Defendant.)
)

Case No. 3:08-cv-2515
Judge Maxine M. Chesney

~~PROPOSED~~ FINAL JUDGMENT

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3 **FINAL JUDGMENT**

4 Upon the agreement of the parties, the Court having been advised in the premises, it is
5 hereby ORDERED that:

- 6 1. This Court has jurisdiction over the parties and the subject matter hereto.
- 7 2. Plaintiff Reliant Technologies, Inc. is Delaware corporation with its principal
8 place of business at 464 Ellis Street, Mountain View, California 94043
9 ("Reliant").
- 10 3. Defendant Robert Lane McDaniel is an individual with an address at 4919 Natural
11 Bridge, Kingwood, Texas 77345 ("Defendant").
- 12 4. Reliant is in the business of developing clinical solutions for the rejuvenation of
13 aging and environmentally damaged skin. Reliant advertises and sells medical
14 laser systems for the administration of skin resurfacing treatments under the
15 marks FRAXEL, FRAXEL RE:PAIR, the FRAXEL RE:STORE and FRAXEL
16 RE:FINE.
- 17 5. Reliant has used the inherently distinctive FRAXEL mark for its products
18 throughout the United States and in various countries throughout the world. As a
19 result, the FRAXEL brand has quickly become well known in the industry in
20 association with Reliant's laser systems for aesthetic skin treatments.
- 21 6. Reliant owns, among others, U.S. Registration No. 2,974,491 for FRAXEL for
22 "medical lasers".
- 23 7. Reliant has sold over one hundred million dollars worth of its products under the
24 FRAXEL marks in the United States and has spent substantial sums in advertising
25 its product under the FRAXEL marks.
- 26 8. Reliant also maintains an active Internet presence to promote its goods. Reliant's
27 primary web site is located at <www.fraxel.com>.
- 28 9. Long after Reliant's FRAXEL marks became well-known, Defendant registered
the following fifty-seven (57) domain names ("the Infringing Domain Names"):

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| 1. fraxelbaltimore.com | 30. baltimorefraxel.com |
| 2. fraxelbeverlyhills.com | 31. bostonfraxel.com |
| 3. fraxelboston.com | 32. cincinnati.fraxel.com |
| 4. fraxelcincinnati.com | 33. clevelandfraxel.com |
| 5. fraxelcleveland.com | 34. dallasfraxel.com |
| 6. fraxeldenver.com | 35. denverfraxel.com |
| 7. fraxeldetroit.com | 36. fortworthfraxel.com |
| 8. fraxelfortlauderdale.com | 37. houstonfraxel.com |
| 9. fraxelfortworth.com | 38. indianapolisfraxel.com |
| 10. fraxelindianapolis.com | 39. kansascityfraxel.com |
| 11. fraxelkansascity.com | 40. lasvegasfraxel.com |
| 12. fraxellasvegas.com | 41. minneapolisfraxel.com |
| 13. fraxelminneapolis.com | 42. newjerseyfraxel.com |
| 14. fraxelnewyorkcity.com | 43. newyorkcityfraxel.com |
| 15. fraxeloakland.com | 44. oaklandfraxel.com |
| 16. fraxelorangecounty.com | 45. orlandofraxel.com |
| 17. fraxelorlando.com | 46. philadelphiafraxel.com |
| 18. fraxelphoenix.com | 47. phoenixfraxel.com |
| 19. fraxelportland.com | 48. portlandfraxel.com |
| 20. fraxelriverside.com | 49. riversidefraxel.com |
| 21. fraxelsacramento.com | 50. sacramentofraxel.com |
| 22. fraxelsanantonio.com | 51. sanantoniofraxel.com |
| 23. fraxelsandiego.com | 52. sanbernardinofraxel.com |
| 24. fraxelsanfrancisco.com | 53. sandiegofraxel.com |
| 25. fraxelsanjose.com | 54. sanfranciscofraxel.com |
| 26. fraxelseattle.com | 55. sanjosefraxel.com |
| 27. fraxelstlouis.com | 56. seattlefraxel.com |
| 28. fraxeltampa.com | 57. stlouisfraxel.com |
| 29. atlantafraxel.com | |

10. On May 16, 2008, Reliant filed a complaint against Defendant in the Northern District of California, Case No. 1:08-cv-84 (the "Lawsuit"). On June 19, 2008, Reliant filed its Amended Complaint in this Lawsuit.

11. Defendant, and all others that may be in active concert or participation with him, are permanently enjoined and restrained from:

- a. using or registering any names, marks, or domain names consisting in whole or in part of FRAXEL and any colorable imitation of the FRAXEL marks, or any name or mark that is confusingly similar to the FRAXEL marks, whether alone or in combination with any design, in the United States or anywhere in the world;
- b. doing any act or engaging in any conduct that is likely to diminish the value and goodwill owned by Reliant in its FRAXEL marks; and

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2 c. doing any other act or thing likely to induce the belief that Defendant's business
3 or products are in any way connected with Reliant's business or products, or are
4 sponsored approved by Reliant.

5 12. Defendant, and any persons acting in concert or participating with him, shall (i)
6 assign, transfer, convey, and deliver exclusively to Reliant all of Defendant's
7 right, title, and interest in and to the Infringing Domain Names; and (ii) cause the
8 registrar of the Infringing Domain Names to assign and transfer all rights in and to
9 the Infringing Domain Names to Reliant. Pending completion of the transfer of
10 the Infringing Domain Names to Reliant, Defendant shall continue to maintain
11 ownership in the Infringing Domain Names, including taking all actions and
12 paying all necessary fees to maintain its rights therein.

13 13. Defendant shall pay damages and attorneys' fees to Reliant in an amount agreed
14 upon, by the parties pursuant to a separate written agreement between the parties.

15 14. The Court retains jurisdiction over this matter for the purpose of enforcing the
16 terms of this Final Judgment.

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18 IT IS SO ORDERED this 12th day of November, 2008.

19 ENTERED:

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22 United States District Judge

23 DATED: November 12, 2008

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AGREED AND CONSENTED TO:

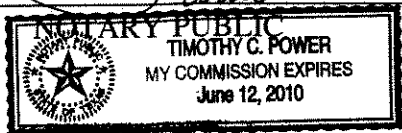
ROBERT LANE MCDANIEL

By: [Signature]
Date: 10-24-08

DEFENDANT

SUBSCRIBED and SWORN to before me
this 24 day of October, 2008

[Signature]



RELIANT TECHNOLOGIES

By: [Signature]
Name: ANDREW GALLIGAN
Title: CEO
Date: 10/31/08

PLAINTIFF

GLYNN & FINLEY LLP

By: [Signature]
Date: 11/4/08

Clement Glynn
Jon A. Eldredge
100 Pringle Avenue, Suite 500
Walnut Creek, CA 94596
(925) 210-2846
Fax: (925) 945-1975

and

**PATTISHALL, McAULIFFE, NEWBURY,
HILLIARD & GERALDSON LLP**

Raymond I. Geraldson, Jr.
Thad Chaloeontiarana
Alexis E. Payne
311 South Wacker Drive, Suite 5000
Chicago, IL 60606
Telephone: (312) 554-8000
Facsimile: (312) 554-8015

**COUNSEL FOR PLAINTIFF,
RELIANT TECHNOLOGIES**