

United States District Court  
For the Northern District of California

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

STANLEY BLACK & DECKER, INC.;	)	Case No. 12-cv-04516-SC
and THE BLACK & DECKER	)	
CORPORATION,	)	<u>JUDGMENT</u>
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
D&L ELITE INVESTMENTS, LLC; BAY	)	
INTERNATIONAL; BILLY DENG; and	)	
WEISHEN LUO,	)	
	)	
Defendants.	)	
	)	
	)	

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In accordance with the Court's concurrently filed Order granting Plaintiffs' motions to strike, enter default, and enter default judgment, it is hereby ORDERED that Default Judgment in this action shall be entered in favor of Plaintiffs Stanley Black & Decker, Inc. and The Black & Decker Corporation and against Defendants Billy Deng, Weishen Luo, and D&L Elite Investments, LLC. The Court hereby ORDERS, ADJUDGES, and DECREES as follows:

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. Sections 1331, 1338(a),

- 1 and 1367(a).
- 2 2. Venue is proper in the Northern District of California  
3 pursuant to 28 U.S.C. Section 1391.
- 4 3. Defendants D&L Elite Investments, LLC, Billy Deng, and  
5 Weishen Luo (collectively, "Defendants") are subject to  
6 the jurisdiction of this Court pursuant to and in  
7 accordance with the laws of the State of California, the  
8 United States Constitution, and Rule 4 of the Federal  
9 Rules of Civil Procedure.
- 10 4. Plaintiffs are the owners of the following trademarks and  
11 trade dress (collectively, the "DeWalt Trademarks"),  
12 which are registered in the U.S. Patent and Trademark  
13 Office:
- 14 a. Registered Trademark No. 1,734,403;  
15 b. Registered Trademark No. 1,734,404;  
16 c. Registered Trademark No. 3,064,666; and  
17 d. Registered Trademark No. 3,066,699.
- 18 5. Defendants are liable jointly and severally to Plaintiffs  
19 for:
- 20 a. \$1,252,290 in statutory damages under 15 U.S.C.  
21 Section 1117(c)(2);  
22 b. post-judgment interest pursuant to 28 U.S.C.  
23 Section 1961(a);  
24 c. litigation costs in an amount to be proved pursuant  
25 to Civil Local Rule 54-1(a); and  
26 d. attorney's fees pursuant to 15 U.S.C.  
27 Section 1117(a) in an amount to be proved pursuant  
28 to the Civil Local Rules.

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6. Plaintiffs shall be entitled to recover the following sanctions already awarded by the Court in the following amounts on these days:
- a. \$43,758 awarded on July 19, 2013 as sanctions for violating the temporary restraining order and preliminary injunction, see ECF No. 78 ("Contempt Order");
  - b. Reasonable fees of \$87,932 and costs of \$2,030 awarded in connection with Defendants' violation of the temporary restraining order and preliminary injunction, see Contempt Order, ECF No. 85 ("Keats Decl."); and
  - c. \$26,124.42 in fees and costs imposed by Judge Beeler on February 24, 2014 as a sanction for discovery abuses, see ECF No. 146.
7. The Court hereby permanently enjoins Defendants, their agents, servants, employees, representatives, successors, and assigns, and all persons, firms, or corporations in active concert or participation with any of Defendants, from:
- a. directly or indirectly infringing Plaintiffs' trademarks and trade dress as described above in any manner including generally, but not limited to, copying, distributing, advertising, selling, and/or offering for sale any merchandise that infringes Plaintiffs' trademarks or trade dress including without limitation Defendants' infringing goods, and specifically distributing, advertising, selling, or

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offering for sale unauthorized copies of the DeWalt Trademarks or the DeWalt trade dress or any other unauthorized goods that picture, reproduce, or utilize the likenesses of or which copy or bear a substantial similarity to any of Plaintiffs' trademarks and trade dress; or

- b. engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead, or deceive purchasers, Defendants' customers, or members of the public to believe that, the actions of Defendants, the infringing products sold by Defendants, or Defendants themselves are connected with Plaintiffs, are sponsored, approved, or licensed by Plaintiffs, or are in some way connected or affiliated with Plaintiffs;
- c. affixing, applying, annexing, or using in connection with the manufacture, distribution, advertising, sale, and/or offering for sale or other use of any goods or services, a false description or representation, including words or other symbols, tending to falsely describe or represent such goods as being those of Plaintiffs;
- d. diluting and infringing the DeWalt Trademarks and DeWalt trade dress and damaging Plaintiffs' goodwill, reputations, and businesses;
- e. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise

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avoiding the prohibitions set forth in subparagraphs a-d, above.

- 8. Defendants are required to deliver for destruction to Plaintiffs all unauthorized materials bearing any of the DeWalt Trademarks in association with unauthorized goods or services.
- 9. The Court reserves and retains jurisdiction of the subject matter of this case and of the parties hereto for the purpose of enforcing the terms of this Judgment and Permanent Injunction.

IT IS SO ORDERED, ADJUDGED, and DECREED.

Dated: July 28, 2014



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UNITED STATES DISTRICT JUDGE