

1 TROUTMAN SANDERS LLP
 2 Marcus T. Hall, Bar No. 206495
 3 marcus.hall@troutmansanders.com
 4 Dean A. Morehous, Bar No. 111841
 5 dean.morehous@troutmansanders.com
 6 Craig C. Crockett, Bar. No. 265161
 7 craig.crockett@troutmansanders.com
 8 San Francisco, CA 94104
 9 Telephone: 415.477.5700
 10 Facsimile: 415.477.5710

11 Attorneys for Plaintiff
 12 KENU, INC.

13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA

15 KENU, INC.,
 16
 17 Plaintiff,
 18
 19 v.
 20 EBAY INC. et al.,
 21
 22 Defendants.

Case No. 14-CV-04113-JD

~~PROPOSED~~ ORDER GRANTING
 KENU'S MOTION FOR DEFAULT
 JUDGMENT

[Fed. R. Civ. P. 55(b)]

1 This matter has come before the Court on Kenu’s Motion for Default Judgment against
2 defendants Ali Chance (originally sued as eBay user known as “ayagroup”), Vladislav
3 Doroshenko (originally sued as eBay user known as “allyexporter”), and LGC Gas Equipment
4 (HK) Co., Limited (together, “Defendants”). Dkt. No. 96. After considering the papers and all
5 evidence submitted, and after considering the factors discussed in *Eitel v. McCool*, 782 F.2d
6 1470, 1471-72 (9th Cir.1986),

7 **IT IS ORDERED** that Kenu’s Motion for Default Judgment is **GRANTED**, and that
8 judgment will be entered against Defendants for each of Kenu’s claims for relief.

9 A permanent injunction is hereby entered against Defendants as follows:

10 a. Enjoining and restraining Defendants, their officers, agents, servants,
11 representatives, employees, attorneys, parents, subsidiaries, affiliates, related companies,
12 partners, successors, predecessors, assigns and all persons acting for, with, by, through or under
13 them, and each of them, from:

14 i. manufacturing, shipping, selling, offering for sale, exposing for sale, holding
15 for sale, advertising, or promoting or otherwise moving, storing or disposing
16 of in any manner any device for holding electronic products that are alleged to
17 infringe Kenu’s U.S. Design Patent No. D960,707 (the “’707 patent”), or to
18 falsely bear the product design trade dress of the Kenu AIRFRAME product
19 (the “Kenu Trade Dress”), or bearing the names “WINDFRAME”,
20 “AiIRFRAME”, or “AIRFRAME”, or any reproduction, counterfeit, copy or
21 colorable imitation of same;

22 ii. using the designs of the ‘707 Patent, the Kenu Trade Dress, or the
23 “AIRFRAME” trademark, or any reproduction, counterfeit, copy, or colorable
24 imitation thereof, in connection with the distribution, advertising, offer for
25 sale, exposure for sale, and/or sale of merchandise not the genuine products of
26 Kenu;

27 iii. using the designs of the ‘707 Patent, the Kenu Trade Dress, or the
28 “AIRFRAME” trademark, or any reproduction, counterfeit, copy or colorable

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

imitation thereof in connection with the www.ebay.com website, other online services or activities, or any other goods or services not the genuine products of Kenu, in a manner that is likely to cause confusion, mistake, deception, or public misunderstanding that such website, other online services or activities, or other goods or services are produced or provided by Kenu, or are sponsored or authorized by or in any way connected or related to Kenu;

- iv. passing off, inducing or enabling others to sell or pass off any products that infringe the ‘707 Patent, the Kenu Trade Dress, or the “AIRFRAME” trademark;
- v. operating and/or hosting any website or webpage, or otherwise providing services enabling the sale, exposure for sale, or offer for sale of any products that infringe the ‘707 Patent, falsely bear the Kenu Trade Dress, or infringe the “AIRFRAME” trademark; and
- vi. otherwise infringing the ‘707 Patent, Kenu Trade Dress, or “AIRFRAME” trademark, or infringing other Kenu intellectual property, damaging Kenu’s goodwill or otherwise competing unfairly with Kenu in any manner;

Defendants are hereby given further notice they shall be deemed to have actual notice of the issuance and terms of such Permanent Injunction and any act by them or any one of them in violation of any of the terms thereof may be considered and prosecuted as contempt of this Court.

IT IS FURTHER ORDERED, that in accordance with 35 U.S.C. § 289(2), Kenu is entitled to statutory damages in the amount of \$250 from each of the Defendants for infringement of the ‘707 patent.

IT IS SO ORDERED.

Dated: October 12, 2016



United States District Judge
James Donato