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 Google Inc.

12 UNITED STATES DISTRICT COURT  
 13 NORTHERN DISTRICT OF CALIFORNIA

15 GOOGLE INC., a Delaware corporation,  
 16 Plaintiff,  
 17 v.  
 18 LOCAL LIGHTHOUSE CORP., a California  
 corporation,  
 19 Defendant.  
 20

Case No. 4:15-cv-04219-HSG  
~~PROPOSED~~ STIPULATED JUDGMENT  
 AND PERMANENT INJUNCTION

21  
 22 This Court, pursuant to the Joint Motion for Entry of Stipulated Judgment and Permanent  
 23 Injunction between Plaintiff Google Inc. (“Google”) and Defendant Local Lighthouse Corp.  
 24 (“Defendant”), hereby ORDERS, ADJUDGES, and DECREES that:

- 25 1. This Court has jurisdiction over the subject matter of this action under 15 U.S.C. §§ 1121
- 26 and 28 and 15 U.S.C. §§ 1331 and 1338.
- 27 2. This Court has personal jurisdiction over the parties hereto.
- 28 3. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c).

1 4. As used herein, the “GOOGLE Marks” refer to the marks listed at  
2 <https://www.google.com/permissions/trademark/trademark-list.html>. Defendant does not  
3 dispute that (a) the GOOGLE Marks are valid and protectable, and (b) Google owns all  
4 right, title, and interest in and to the GOOGLE Marks.

5 5. Defendant has made unauthorized and infringing use of the GOOGLE Marks.

6 6. Members of Defendant’s sales team have made false and misleading claims during  
7 Defendant’s telemarketing calls that were likely to confuse the purchasing public  
8 regarding the true source or nature of Defendant’s services and the relationship between  
9 Google and Defendant.

10 7. While Defendant may use Google’s AdWords services, Defendant is not currently  
11 affiliated with Google; Google has not contracted with Defendant to provide Search  
12 Engine Optimization (“SEO”) or Search Engine Marketing services on its behalf; and  
13 Google does not approve, sponsor, or endorse Defendant or Defendant’s goods and  
14 services.

15 8. Google has been, and will continue to be, damaged and irreparably harmed by the actions  
16 of Defendant described in Paragraphs 5 and 6.

17 9. Defendant, its officers, agents, servants, employees, attorneys and all persons in active  
18 concert or participation with them who receive actual notice of this injunction, are hereby  
19 permanently restrained and enjoined, pursuant to 15 U.S.C. § 1116, from engaging in,  
20 directly or indirectly, or authorizing or assisting any third party to engage in, any of the  
21 following activities:

22 a. Using the GOOGLE Marks or any other mark owned by Google, or any  
23 confusingly similar variation thereof, in connection with marketing, promoting,  
24 advertising, selling, or distributing any goods or services in any manner that is  
25 likely to cause confusion, or to cause mistake, or to deceive as to an affiliation or  
26 association with, or endorsement or sponsorship by, Google;

- 1 b. In connection with marketing, promoting, advertising, selling, or distributing any  
2 goods or services, making any implied or express statement that is likely to cause  
3 consumers to believe:
- 4 i. That Defendant’s goods or services originate from Google or are associated  
5 with, or endorsed or sponsored by, Google;
  - 6 ii. That Defendant, or anyone acting on its behalf, is connected with Google  
7 through sponsorship, endorsement, affiliation, or association, including,  
8 without limitation, that Defendant or anyone acting on its behalf is (1)  
9 “with Google,” “from Google,” a Google representative, or any similar  
10 representation, (2) a “Google partner” or “certified by Google” (unless  
11 Defendant has active Google Partner status or certification at the time of  
12 the representation), (3) under contract with Google or a subcontractor of  
13 Google, or (4) calling on behalf of Google regarding a listing on any  
14 Google service or any account with Google;
  - 15 iii. That Google requires a payment or an action in connection with any good  
16 or service or feature thereof when Google requires no such payment or  
17 action, including, without limitation that (1) free services are “pay for  
18 insertion,” (2) a person or business may lose a listing, account, or position  
19 in GOOGLE search, GOOGLE Maps, or any other Google platform if they  
20 do not participate in a telephone call with Defendant or sign up for  
21 Defendant’s services, (3) a listing, account, or position in GOOGLE  
22 search, GOOGLE Maps, or any other Google platform must be “claimed,”  
23 or (4) Google receives any portion of any payment solicited or collected by  
24 Defendant; or
  - 25 iv. That Defendant can guarantee top placement (e.g., first page placement) in  
26 GOOGLE search results;
- 27 c. Destroying, disposing of, or distributing beyond its control any record or recording  
28 of a customer service complaint describing a possible violation of any of the

1           foregoing terms for a period of no less than two (2) years after the record or  
2           recording is created; and

3           d. Effecting assignments or transfers, forming new entities or associations, or  
4           utilizing any other device with the intention of circumventing or otherwise  
5           avoiding any of the obligations or prohibitions set forth herein.

6           10. In any marketing solicitation (whether via telephone, online chat, email, mail, or any other  
7           format) for or on behalf of Defendant, Defendant, its officers, employees, contractors, and  
8           all persons in active concert or participation with them who receive actual notice of this  
9           injunction, shall:

10           a. Immediately following any reference to Google or Google's products or services,  
11           make a statement (the "Disclaimer Statement") identifying Defendant as the  
12           company on whose behalf the communication is being made and expressly  
13           disclaiming any affiliation or association with, or endorsement or sponsorship by,  
14           Google; and

15           b. Respond to any question regarding Google's relationship to Defendant or  
16           Defendant's goods or services, or the nature or characteristics of any Google  
17           product or service, by clearly stating or restating the Disclaimer Statement and  
18           answering the question accurately and truthfully.

19           c. Notwithstanding Paragraph 10(a), *supra*, subsequent Disclaimer Statements are  
20           not required during a verbal marketing solicitation (e.g., a telemarketing call)  
21           where (1) the solicitation is not the first verbal communication with the recipient  
22           and Defendant complied with Paragraph 10(a) during the first verbal  
23           communication, or (2) the recipient is an existing customer of Defendant as of the  
24           date of entry of this Stipulated Judgment and Permanent Injunction.


25           11. Defendant shall provide the exact wording of the Disclaimer Statement and any proposed  
26           modifications thereto for Google's advance written approval and shall provide Google  
27           with fifteen (15) business days to approve or propose or request alternative wording for  
28           the Disclaimer Statement.

- 1 12. Defendant shall provide a copy of this Stipulated Judgment and Permanent Injunction to  
2 each of its officers, agents, servants, representatives, contractors who are conducting  
3 marketing activities on behalf of Defendant, employees, attorneys, parent and subsidiary  
4 corporations, affiliates, assigns, and successors in interest as soon as practicable.
- 5 13. Defendant shall file with the Clerk of this Court and serve Google, within thirty (30) days  
6 after the entry of this Stipulated Judgment and Permanent Injunction, a report in writing,  
7 under oath, setting forth in detail the manner and form in which Defendant has complied  
8 with Paragraphs 9 through 12 above and implemented adequate and effective means to  
9 either discontinue doing business and/or continue doing business in compliance with  
10 Paragraphs 9 through 12 above.
- 11 14. Defendant shall notify Google of any trade names or “doing business as” names adopted  
12 by Defendant or any third parties conducting marketing calls, solicitations, or other  
13 outreach on its behalf. Defendant shall provide such notification promptly, and in no case  
14 longer than thirty (30) days, after the adoption of any such names by Defendant or third  
15 parties operating on its behalf.
- 16 15. Nothing set forth herein shall impair Google’s right to seek all legal and equitable  
17 remedies that the Court deems appropriate in the event of a violation or failure by  
18 Defendant to comply with any of the provisions hereof.
- 19 16. This Stipulated Judgment and Permanent Injunction shall be deemed to have served upon  
20 Defendant at the time of its execution by the Court.
- 21 17. The Court finds there is no just reason to delay in entering this Stipulated Judgment and  
22 Permanent Injunction and, pursuant to Federal Rule of Civil Procedure 54(a), the Court  
23 directs immediate entry of this Stipulated Judgment and Permanent Injunction against  
24 Defendant.
- 25 18. No appeals shall be taken from this Stipulated Judgment and Permanent Injunction;  
26 however, the parties preserve their respective rights to appeal any further action arising  
27 out of this Stipulated Judgment and Permanent Injunction.
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19. This Court will retain continuing jurisdiction over this matter following the dismissal of Google's claims in order to enforce the terms of this Stipulated Judgment and Permanent Injunction and the Settlement Agreement between the parties.
20. Except as set forth in Paragraph 15, each party shall bear its own attorneys' fees and costs incurred in this matter.

IT IS SO ORDERED, ADJUDICATED, and DECREED this 15th day of July, 2016.

  
HON. HAYWOOD S. GILLIAM, JR.  
United States District Judge  
Northern District of California

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