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9 Attorneys for Plaintiffs
TECH 21 UK LIMITED and
10 TECH 21 LICENSING LIMITED

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12 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
13 **SAN FRANCISCO DIVISION**

14 TECH 21 UK LIMITED, a UK company and
TECH 21 LICENSING LIMITED, a UK
15 company,

16 Plaintiffs,

17 v.

18 RUBICON VENTURES LLC, a Massachusetts
limited liability company,

19 Defendant.
20
21

Case No.: 3:16-cv-07147-JST

CONSENT JUDGMENT

22 This civil action has come before the Court, upon the pleadings of record, and it has been
23 represented to the Court that plaintiffs, Tech 21 UK Limited and Tech 21 Licensing Limited
24 (together "Tech21"), and defendant, Rubicon Ventures ("Rubicon"), have agreed to a final
25 resolution of this case on the terms and conditions set forth below:

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1 WHEREFORE, with the consent of the parties, through their undersigned attorneys, and
2 with the approval of this Court, the Parties submit the following consent judgment.

3 Background

4 1. Tech21 filed its Complaint, asserting claims for: (1) Trade Dress Infringement (15
5 U.S.C. § 1125(a)); (2) False Designation of Origin (15 U.S.C. §1125(a)); (3) Trade Dress Infringement
6 (California common law); (4) Unfair Business Practices (Cal. Bus. & Prof. Code §17200); (5) Design
7 Patent Infringement (35 U.S.C. §§ 271 & 289).

8 2. This Court has jurisdiction over the parties and the subject matter of this action.

9 3. Tech21 manufactures and sells a variety of protective cases and packaging to protect
10 handheld mobile electronic devices.

11 4. Rubicon manufactures and sells a variety of protective cases and packaging to
12 protect handheld mobile electronic devices.

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

14 5. Rubicon, and its affiliates, subsidiaries, officers, directors, agents, successors and
15 assigns, are hereby permanently restrained and enjoined from:

16 (a) making, using, selling, offering for sale, and/or importing all units of the Phantom
17 product referenced in paragraphs 26-27 of the Complaint; and

18 (b) making, using, selling, offering for sale, and/or importing protective cases that
19 practice the trade dress alleged in paragraphs 9-10 of the Complaint.

20 6. Rubicon represents and warrants that it ceased selling and marketing the Phantom
21 product referenced in paragraphs 26-27 of the Complaint as of October 23, 2016.

22 7. The Court retains jurisdiction to enforce the terms of this Judgment. Nonetheless,
23 Tech21 will not ask the Court to enforce this Consent Judgment or grant redress for any alleged
24 breach thereof unless and until Rubicon fails to remedy such breach within seven business days
25 after Tech21 e-mails a notice of breach to Rubicon (*rubiconcellular@gmail.com*) and its litigation
26 counsel, Joel Leeman (*jleeman@sunsteinlaw.com*).

27 8. This Consent Judgment shall not be construed as an admission of liability
28 notwithstanding the injunctive relief set forth above.

