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8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**  
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11 JAMES GROOMS; BRYCEMARIE  
12 PHELAN; KNUKLE, INC., a Colorado  
corporation,

13 Plaintiffs,

14 vs.

15 JOHN LEGGE; GWEN LEGGE; KNUKLE,  
16 INC., a California corporation; ARTILLERY  
DISTRIBUTION; SEAN MYERS; DEVIN  
MERCADO; DOES 1-50,

17 Defendants.

CASE NO. 09cv489 - IEG - POR  
TEMPORARY RESTRAINING  
ORDER

18 After consideration of the plaintiffs' submissions and argument, and GOOD CAUSE  
19 APPEARING:

20 PENDING HEARING on the preliminary injunction, defendants JOHN LEGGE; GWEN  
21 LEGGE; KNUKLE, INC., a California corporation ("Knukle Two"); ARTILLERY DISTRIBUTION;  
22 SEAN MYERS; and DEVIN MERCADO (herein collectively "Defendants") and all their  
23 representatives, servants and agents, employees, officers, directors, partners, attorneys, subsidiaries,  
24 and all other persons or entities under their control, or acting in active concert or participation with  
25 them, ARE HEREBY RESTRAINED AND ENJOINED FROM (**except with respect to any and**  
26 **all prior or current purchase orders or contracts, as of the date of this Court's order, entered**  
27 **into by and between Defendants and any customer, retailer, distributor, manufacturer, or other**  
28 **supplier or purchaser of merchandise bearing the trademarks, "Knukle Inc," "Knukle, Inc."**

1 or “Knukle”):

- 2 a. holding themselves out as rightful owners of the “Knukle, Inc.” enterprise;
- 3 b. asserting ownership rights and control over Plaintiffs’ property and intellectual  
4 property rights, including, but not limited to, Plaintiffs’ “Knukle Inc,” “Knukle, Inc.,”  
5 and “Knukle” trademarks and trade names and the domain name and website,  
6 “www.knukleinc.com”;
- 7 c. the unauthorized use of Plaintiffs’ “Knukle Inc,” “Knukle, Inc.” and “Kunkle”  
8 trademarks in commerce;
- 9 d. the unauthorized use of Plaintiffs’ “Knukle Inc,” “Knukle, Inc.” and “Kunkle” trade  
10 names in commerce;
- 11 e. the unauthorized use of the domain name and website “www.knukleinc.com”;
- 12 f. the unauthorized use of Plaintiffs’ photographs, graphics, and designs bearing  
13 Plaintiff’s trademarks “Knukle Inc,” “Knukle, Inc.” and “Kunkle” whether published  
14 or not published including, but not limited to, the worldwide web,  
15 “www.knukleinc.com,” “www.knukleincclothing.com”, Facebook, MySpace,  
16 traditional media channels, word of mouth, or in any other type of marketing or  
17 advertising until further determination of the rights and liability of the parties at a  
18 preliminary injunction hearing or at trial;
- 19 g. any and all future marketing, sale or distribution, or contracting for the marketing, sale  
20 or distribution of clothing, merchandise, and accessories bearing Plaintiffs’ trademarks,  
21 “Knukle Inc,” “Knukle, Inc.” and “Kunkle,” or until further determination of the rights  
22 and liability of the parties at the preliminary injunction hearing or at trial; and
- 23 h. operating Knukle Two to compete with Plaintiffs’ business activities related to the  
24 “Knukle, Inc.” enterprise; and

25 ORDERED to (with respect to any and all prior or current purchase orders or contracts, as of  
26 the date of this Court’s order, entered into by and between Defendants and any customer,  
27 retailer, distributior, manufacturer or other supplier or purchaser of merchandise bearing the  
28 trademarks, “Knukle Inc,” “Knukle, Inc.” or “Knukle”):

