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 11 IN THE UNITED STATES DISTRICT COURT
 12 FOR THE SOUTHERN DISTRICT OF CALIFORNIA
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<p>14 OAKLEY, INC., a Washington corporation,</p>)	Case No. 11cv1305 DMS (WMC)
<p>15 Plaintiff,</p>)	<u>ORDER GRANTING CONSENT JUDGMENT AND PERMANENT INJUNCTION AGAINST DEFENDANTS MUNGOSHOP.COM AND SURPRISINGGIFT.COM ONLY</u>
<p>16 v.</p>)	
<p>17 TALITOR FAR EAST COMPANY LIMITED, a Taiwan company, MUNGOSHOP.COM, a South 18 Carolina company, SURPRISINGGIFT.COM, a South Carolina company, NUTECH TRADING 19 USA INC., a New York corporation, IOFFER CORPORATION, a California corporation, 20 TRIPLECLICKS, a Nebraska company, CARSON SERVICES INC., a Nebraska 21 corporation, BRILLIANT STORE, INC., a California corporation, THE CAMERA BOX 22 INC., a New York Corporation, LOCAL DEAL FINDER, a Massachusetts company, BARGAINS 23 FOR YOU LLC, a Massachusetts company,</p>)	
<p>24 Defendants.</p>)	

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1 The Court, having considered Plaintiff Oakley, Inc. (“Oakley”) and Defendants
2 Mungoshop.com (“Mungo”) and Surprisinggift.com (“SurprisingGift”) (hereinafter
3 collectively referred to as “Defendants”) Joint Motion for Consent Judgment and Permanent
4 Injunction, and good cause appearing, hereby GRANTS Oakley and Defendants Mungo and
5 SurprisingGift’s Joint Motion for Consent Judgment and Permanent Injunction based on the
6 Confidential Settlement Agreement (“Settlement Agreement”) executed by and between the
7 Oakley and Defendants Mungo and SurprisingGift on September 20, 2011 (“Effective Date”),
8 which disposed of all claims in this Action.

9 IT IS HEREBY ORDERED:

10 1. This Court has subject matter jurisdiction over this Action as well as personal
11 jurisdiction over Oakley and Defendants Mungo and SurprisingGift.

12 2. Venue is proper in this judicial district.

13 3. Oakley is the owner of U.S. Design Patent No. D523,461 (“the D461 patent”).

14 4. Oakley is the owner of U.S. Patent No. 5,387,949 (“the ‘949 patent”).

15 5. The claims of the D461 patent and the ‘949 patent are valid and enforceable.

16 6. Defendants Mungo and SurprisingGift have sold and offered for sale the
17 SCR88 Spy Sunglasses Camcorder Mobile Eyewear Recorder (“Accused Eyewear”),
18 depicted in the photograph attached hereto as Exhibit A.

19 7. Defendants Mungo and SurprisingGift infringe the D461 patent and the ‘949
20 patent by their sale and offer for sale of the Accused Eyewear.

21 8. Pursuant to the Patent Act, 35 U.S.C. § 283, Defendants Mungo and
22 SurprisingGift, together with their officers, directors, agents, servants, employees and
23 affiliates thereof, representatives and attorneys, and all persons acting or attempting to act in
24 concert or participation with them, are permanently enjoined and restrained from making,
25 using, offering to sell, selling, or distributing within the United States, its territories and
26 possessions, or by importing into the United States, its territories and possessions, the
27 Accused Eyewear or any other goods that are no more than a colorable variation therefrom
28 and that are infringements of the D461 during the life of said patent.

1 9. Pursuant to the Patent Act, 35 U.S.C. § 283, Defendants Mungo and
2 SurprisingGift, together with their officers, directors, agents, servants, employees and
3 affiliates thereof, representatives and attorneys, and all persons acting or attempting to act in
4 concert or participation with them, are permanently enjoined and restrained from making,
5 using, offering to sell, selling, or distributing within the United States, its territories and
6 possessions, or by importing into the United States, its territories and possessions, the
7 Accused Eyewear or any other goods that are no more than a colorable variation therefrom
8 and that are infringements of the '949 patent during the life of said patent.

9 10. Final Judgment is hereby entered in favor of Oakley against only Defendants
10 Mungo and SurprisingGift on all causes of action.

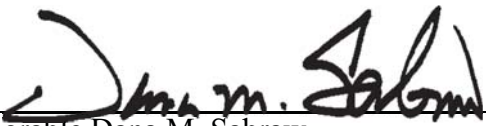
11 11. No other or further relief is granted to either Oakley or Defendants Mungo and
12 SurprisingGift with respect to each other.

13 12. Oakley and Defendants Mungo and SurprisingGift advise that they
14 affirmatively waive any and all rights to appeal this Final Consent Judgment and Permanent
15 Injunction.

16 13. This Court retains jurisdiction to monitor and enforce compliance with this
17 Permanent Injunction.

18 14. This Final Consent Judgment and Permanent Injunction do not resolve the
19 claims brought by Oakley against other Defendants in this action.

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23 Dated: September 22, 2011 _____



Honorable Dana M. Sabraw
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT A

