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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

LEFT COAST WRESTLING, LLC, a
California limited liability company,

Plaintiff,

v.

DEARBORN INTERNATIONAL LLC, a
California limited liability company, d/b/a
Tri Titans; and DUKE MINH LE, an
individual,

Defendants.

DEARBORN INTERNATIONAL LLC, a
California limited liability company, d/b/a
Tri Titans; and DUKE MINH LE, an
individual,,

Counterclaimants,

v.

LEFT COAST WRESTLING, LLC, a
California limited liability company;
AARON ROOT, an individual; and PERRY
WATSON, an individual,,

Counterdefendants.

Case No. 3:17-CV-0466-LAB-NLS

**ORDER FOR ENTRY OF
JUDGMENT; MONETARY
AWARD AND PERMANENT
INJUNCTION**

1 Default judgment having been entered (Docket No. 47) in favor of Plaintiff
2 LEFT COAST WRESTLING, LLC (“Plaintiff”), and against Defendants
3 DEARBORN INTERNATIONAL LLC, also known as and/or doing business as
4 TRI TITANS and DUKE MINH LE, an individual (collectively, “Defendants”),
5 and after review of the Report and Recommendation for Order Granting Default
6 Judgment (Docket No. 38) and Supplemental Recommendation for Order
7 Granting Additional Fees and Costs (Docket No. 44), and having adopted the
8 recommendations (Docket No. 46), it is hereby **ORDERED THAT:**

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12 1. Defendants are ORDERED to pay to Plaintiff:
- 13 a. Damages in the amount of \$176,277.70;
 - 14 b. Attorneys’ fees in the amount of \$59,491.06; and
 - 15 c. Costs in the amount of \$2,692.05, for a total monetary award in
16 favor of Plaintiff and against Defendants, jointly and severally,
17 in the amount of **\$238,460.81**. Judgment is hereby entered in
18 favor of Plaintiff and against Defendants, jointly and severally,
19 in the amount of \$238,460.81. Plaintiff is entitled to post-
20 judgment interest in accordance with 28 U.S.C. § 1961.
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24 **IT IS HEREBY FURTHER ORDERED THAT** a permanent injunction
25 issue in favor of Plaintiff and against Defendants, jointly and severally, as
26 follows:
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1 1. Defendants; their officers, directors, owners, employees, and agents;
2 and all those working in concert with Defendants are permanently enjoined as
3 follows:
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- 5 a. They shall not use in commerce the phrase or trademark “Battle on
6 the Midway”;
7
- 8 b. Defendants shall release all right and claim in the trademark “Battle
9 on the Midway” or its derivatives and cooperate with the withdrawal
10 of the same;
11
- 12 c. Defendants shall immediately return to Plaintiff by facilitating the
13 transfer of the rights with the host company or otherwise, any and all
14 media related intellectual property of Plaintiff, including without
15 limitation,
16
- 17 i. The Battle on the Midway Facebook page and account together
18 with all codes, passwords, credentials or other information
19 necessary to fully access, implement and operate the same;
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- 21 ii. The Battle on the Midway Instagram page and account together
22 with all codes, passwords, credentials or other information
23 necessary to fully access, implement and operate the same;
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- 25 iii. Any and all web hosting accounts associated with the Battle on
26 the Midway together with all codes, passwords, credentials or
27 other information necessary to fully access, implement and
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- operate the same;
- iv. Any and all URL hostings and URL listings associated with the Battle on the Midway together with all codes, passwords, credentials or other information necessary to fully access, implement and operate the same;
- v. Any TrackWrestling databases associated with the Battle on the Midway, including together with all codes, passwords, credentials or other information necessary to fully access, implement and operate the same;
- vi. Any and all Battle on the Midway tournament registration databases in any form, together with all codes, passwords, credentials or other information necessary to fully access, implement and operate the same;
- d. Defendants shall immediately cease, desist and disable any cross links from the Battle on the Midway website or search terms to Defendants' websites or social media portals and locations;
- e. Defendants shall post a copy of this Order and Permanent Injunction on the Ultimate Summer Series Website (www.ultimatesummerseries.com);
- f. Defendants shall provide a copy of this Order and Permanent Injunction to all distributors, wholesalers, retailers or other agents

1 participating in the marketing and distribution of infringing products;

2 g. Defendants shall immediately return to Plaintiff via electronic format
3 and thereafter permanently delete and cease the use any and all
4 databases that include contact information for attendees or spectators
5 for the 2016 or 2017 wrestling event together with all codes,
6 passwords, credentials or other information necessary to fully access,
7 implement and operate the same;
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10 h. Defendants shall immediately return to Plaintiff any and all products
11 belonging to Plaintiff, LEFT COAST WRESTLING, LLC, including
12 products with the Battle on the Midway logo; and,
13

14 i. Defendants shall immediately cease from coordinating, promoting, or
15 hosting wrestling tournaments at or near the U.S.S. Midway Museum
16 and/or the Broadway Pier and shall be enjoined from directly or
17 indirectly performing wrestling tournaments at that finite location **for**
18 **a period of three (3) years.**
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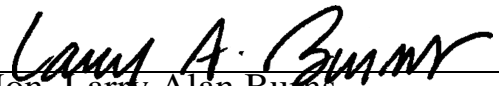
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IT IS HEREBY FURTHER ORDERED THAT Defendant, DUKE
MINH LE, the individual, is expelled as a member from Plaintiff, LEFT COAST
WRESTLING LLC effective as of September 30, 2016.

IT IS SO ORDERED.

Dated: July 12, 2018



Hon. Larry Alan Burns
United States District Judge