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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

CREE, INC., et al.,

Plaintiff,

v.

TARR, INC., et al.,

Defendants.

Case No.: 3:17-cv-00506-GPC-NLS

**PERMANENT INJUNCTION
AGAINST DEFENDANTS TARR,
INC., IRON ADS, LLC AND
NATHAN MARTINEZ, AND
DISMISSAL OF ENTIRE ACTION**

Honorable Gonzalo P. Curiel

1 Pursuant to (i) the Stipulation for Entry of Permanent Injunction and
2 Dismissal of Entire Action by and between Plaintiff Cree, Inc. (“Plaintiff”), and
3 Defendants Tarr, Inc., Iron Ads, LLC and Nathan Martinez (collectively
4 “Defendants”) and (ii) the Confidential Settlement Agreement between Plaintiff
5 and Defendants, and without acknowledgment or admission of liability of
6 infringement by Defendants, the Court hereby ORDERS, ADJUDICATES and
7 DECREES that a permanent injunction shall be and hereby is entered against
8 Defendants as follows:

9 **1. PERMANENT INJUNCTION.** Defendants are hereby restrained
10 and enjoined, pursuant to 15 United States Code § 1116(a), from engaging in,
11 directly or indirectly, or authorizing or assisting any third party to engage in, any
12 of the following activities in the United States and throughout the world:

13 (i) copying, manufacturing, importing, exporting, purchasing,
14 marketing, advertising, offering for sale, selling, receiving, storing, fulfilling
15 orders for, distributing or dealing in any product or service that uses, or otherwise
16 makes any use of, any of Plaintiff’s trademarks, including but not limited to the
17 following registered marks: **CREE®** (Reg. Nos. 2,440,530; 2,452,761; 3,935,628;
18 3,935,629; 3,938,970; 4,026,756; 3,935,630; 3,935,631; 3,938,971; 2,922,689;
19 3,998,141; 3,998,142; 4,233,855; 4,234,124; 4,641,937; 4,597,310; 4,597,311;
20 4,767,107; 4,771,402; 4,787,288); **CREE LEDS®** (Reg. Nos. 3,360,315;
21 4,558,924); **CREE LED LIGHT®** (Reg. No. 3,327,299); **CREE LED**
22 **LIGHTING®** (Reg. Nos. 3,891,756; 3,891,765); **CREE LED LIGHTING**
23 **SOLUTIONS®** (Reg. No. 3,526,887); **CREE TRUEWHITE®** (Reg. Nos.
24 4,029,469; 4,091,530); **CREE TRUEWHITE TECHNOLOGY®** (Reg. Nos.
25 4,286,398; 4,099,381), and **XM-L®** (Reg. No. 5,294,417) (collectively,
26 “CREE Trademarks”);

27 (ii) copying, manufacturing, importing, exporting, purchasing,
28 marketing, advertising, offering for sale, selling, receiving, storing, fulfilling

1 orders for, distributing or dealing in any product or service which uses, or
2 otherwise makes any use of, any marks that are confusingly or substantially
3 similar to, or which constitute colorable imitations of, any CREE Trademarks or
4 otherwise using, advertising or displaying CREE Trademarks to suggest that non-
5 genuine products being advertised for sale are manufactured, sponsored, endorsed,
6 licensed or otherwise authorized by Plaintiff;

7 (iii) performing or knowingly allowing others employed by or
8 representing them, or under their control, to perform any act or thing prohibited
9 by law, which is likely to injure Plaintiff or any CREE Trademarks;

10 (iv) engaging in any acts of federal and/or state trademark
11 infringement, false designation of origin, unfair competition, dilution, or other act
12 which would tend to damage or injure Plaintiff or any CREE Trademarks; and/or

13 (v) knowingly owning or controlling any Internet domain name or
14 website that uses any CREE Trademarks.

15 **2.** This Permanent Injunction against Defendants does not apply to
16 authentic CREE LEDs or genuine component parts bearing CREE Trademarks
17 that are manufactured or authorized under license by CREE.

18 **3.** This Permanent Injunction shall be deemed to have been served upon
19 Defendants at the time the Court posts an executed copy of this Permanent
20 Injunction on the Southern District of California's ECF system.

21 **4.** The Court finds there is no just reason for delay in entering this
22 Permanent Injunction against Defendants, and the Court directs immediate entry
23 of this Permanent Injunction against Defendants.

24 **5. NO APPEALS AND CONTINUING JURISDICTION.** No
25 appeals shall be taken from this Permanent Injunction, and the parties waive all
26 rights to appeal. This Court expressly retains jurisdiction over this matter to
27 enforce any violation of the terms of this Permanent Injunction by Defendants.
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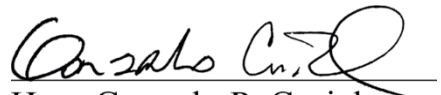
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6. NO FEES AND COSTS. The Parties shall bear their own attorneys' fees and costs incurred in this action.

7. DISMISSAL OF ENTIRE ACTION. Upon entry of this Permanent Injunction against Defendants, this case shall be dismissed in its entirety with the Court retaining jurisdiction for purposes of enforcing the Confidential Settlement Agreement and this Order of Permanent Injunction against all Defendants.

IT IS SO ORDERED.

Dated: July 23, 2018


Hon. Gonzalo P. Curiel
United States District Judge