

United States District Court
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

BETTER KEIKI, LLC d/b/a MAIRICO and
SENACO DIRECT,

Plaintiff,

v.

MAIRICODIRECT, KAMIROUS,
DRAGONB STORE, and
FORLOVINGYOU,

Defendants.

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CIVIL ACTION NO. 4:17-CV-850
JUDGE MAZZANT/JUDGE JOHNSON

**MEMORANDUM ADOPTING REPORT AND
RECOMMENDATION OF UNITED STATES MAGISTRATE JUDGE**

Came on for consideration the report of the United States Magistrate Judge in this action, this matter having been heretofore referred to the United States Magistrate Judge pursuant to 28 U.S.C. § 636. On August 29, 2018, the report of the Magistrate Judge (the “Report”) was entered containing proposed findings of fact and recommendations (Dkt. #45) that Plaintiff Better Keiki, LLC d/b/a Mairico and Senaco Direct’s Motion for Entry of Final Default Judgment Against Defendants (Dkt. #29) against Defendants be granted. In the Report, the Magistrate Judge also ordered Plaintiff to submit notice of service of the Report on Defendants. See Dkt. #45 at 20.

Having received the report of the United States Magistrate Judge, and no objections thereto having been timely filed, the Court is of the opinion that the findings and conclusions of the Magistrate Judge are correct and adopts the Magistrate Judge’s report as the findings and conclusions of the Court. Further, as ordered, Plaintiff entered a notice confirming that it completed service of the Report on all Defendants on September 5, 2018. See Dkt. #48. Therefore,

Plaintiff's Motion for Entry of Final Default Judgment Against Defendants (Dkt. #29) is **GRANTED**, as follows:

Plaintiff is awarded statutory damages under 15 U.S.C. § 1117(c) in the amount of **\$1,000,000.00**. Additionally, Plaintiff is entitled to an award of attorneys' fees. Plaintiff shall submit the appropriate documentation of these fees for the Court's review within fourteen (14) days of this Order.

Further, the Court hereby enters a permanent injunction as follows:

(1) Permanent Injunctive Relief:

Defendants MairicoDirect, KamiroUS, DragonB, and ForLovingYou and each of its members, officers, agents, employees, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any entity, corporation, subsidiary, division, affiliate or other device, are hereby permanently restrained and enjoined from:

- a) manufacturing or causing to be manufactured, importing, advertising or promoting, distributing, selling, or offering to sell their counterfeit and infringing goods bearing Plaintiff's MAIRICO trademark;
- b) using the MAIRICO trademark in connection with the sale of any unauthorized goods;
- c) using Plaintiff's trademarks or any mark or trade dress similar thereto, in connection with the sale of any unauthorized goods;
- d) using any logo, trade name, or trademark or trade dress that may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiff;

e) falsely representing themselves as being connected with Plaintiff, through sponsorship or association, or engaging in any act that is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants, are in any way endorsed by, approved by, and/or associated with Plaintiff;

f) using any reproduction, counterfeit, infringement, copy, or colorable imitation of Plaintiff's trademarks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;

g) affixing, applying, annexing, or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent Defendants' goods as being those of Plaintiff, or in any way endorsed by Plaintiff and from offering such goods in commerce; and from otherwise unfairly competing with Plaintiff;

h) using the following Amazon.com seller IDs: A3J8RFAXD1JQ0W, A2FWGNJY7JDBXX, AJT25DYI9N8VQ, A1GQ5KJZX714GM ("Defendant Seller IDs"), as well as any other alias seller identification names being used and/or controlled by Defendants, to engage in the business of marketing, offering to sell, and/or selling goods bearing counterfeits and infringements of Plaintiff's trademarks;

i) withdrawing any funds from the possession of Amazon.com, Inc., or any of its affiliated companies until Defendant has satisfied the monetary judgment;

(2) Additional Equitable Relief:

a) To give practical effect to the Permanent Injunction, upon a notice of the injunction, Amazon.com, Inc., shall disable and/or cease facilitating access to the

Defendant Seller IDs (as well as any other alias seller identifications) to sell products assigned ASIN number B01HEPY216; and

b) Upon a notice of the permanent injunction, Amazon.com, Inc., shall immediately cease fulfillment of and sequester all goods of each Defendant bearing one or more of Plaintiff's trademarks in its inventory, possession, custody or control, and surrender those goods to Plaintiff.

IT IS SO ORDERED.

SIGNED this 21st day of September, 2018.

A handwritten signature in black ink that reads "Amos Mazzant". The signature is written in a cursive style with a horizontal line underneath it.

AMOS L. MAZZANT
UNITED STATES DISTRICT JUDGE