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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

BOSE CORPORATION, a Delaware Corporation,

Plaintiff,

v.

RONGSTAR DIGITAL, INC., an Illinois Corporation; DHCAMERA, INC., an Illinois Corporation; RONG JUAN XIE, an Individual; and DOES 1-10, Inclusive,

Defendants.

Case No.: CV 22-7110-GW-MRWx

FINAL JUDGMENT AGAINST DEFENDANTS RONGSTAR DIGITAL, INC., DHCAMERA, INC., AND RONG JUAN XIE

Honorable George Wu

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

2 Plaintiff BOSE CORPORATION (“Bose”) is hereby awarded final judgment
3 on its claims for relief against Defendants RONGSTAR DIGITAL, INC.,
4 DHCAMERA, INC., and RONG JUAN XIE (collectively “Defendants”), jointly
5 and severally, for damages, reasonable attorneys’ fees, and injunctive relief. As
6 the prevailing party in this action, Plaintiff Bose is awarded total damages in the
7 sum of \$2,904,927.83 (15 U.S.C. §1117 (b)) pursuant to Rule 55(b) of the *Federal*
8 *Rules of Civil Procedure* and under Local Rule 55-1. Under Local Rule 55-3,
9 Plaintiffs are awarded attorneys’ fees of \$66,940.14 [\$5,600.00 plus 2% of the
10 amount over \$100,000.00], which is included in the Court’s calculation of total
11 damages awarded to Plaintiff Bose.

12 Furthermore and pursuant to 15 U.S.C. § 1116(a), Plaintiff Bose is entitled
13 to a permanent injunction against Defendants. Therefore, IT IS HEREBY
14 ORDERED that Defendants and their agents, employees, officers, directors,
15 owners, attorneys, representatives, successor companies, related companies, and all
16 persons acting in concert or participation with them, and each of them, shall be
17 permanently enjoined as follows:

18 a. Defendants are permanently enjoined from the import, export, making,
19 manufacture, reproduction, assembly, use, acquisition, purchase, offer, sale,
20 transfer, brokerage, consignment, distribution, shipment, licensing, development,
21 display, delivery, marketing, advertising or promotion of counterfeit or infringing
22 Bose®, QuietComfort®, or QC®-branded products product identified in the
23 Complaint and any products bearing Plaintiff Bose’s trademarks (including any
24 non-genuine reproduction, counterfeit, copy, or replicas).

25 b. Defendants are permanently enjoined from the import, export, making,
26 manufacture, reproduction, assembly, use, acquisition, purchase, offer, sale,
27 transfer, brokerage, consignment, distribution, shipment, licensing, development,
28 display, delivery, marketing, advertising or promotion of the infringing and diluting

1 products identified in the Complaint and any other product which infringes or
2 dilutes any of Plaintiff Bose's trademarks at issue in this action.

3 c. Defendants are permanently enjoined from the unauthorized use, in
4 any manner whatsoever, of any Plaintiff Bose's trademark, but not limited to, the
5 Plaintiff Bose's trademarks at issue in this action, any variants, colorable imitations,
6 translations and/or simulations, including specifically:

7 i. on or in conjunction with any product or service; and

8 ii. on or in conjunction with any advertising, promotional
9 materials, labels, hangtags, packaging, or containers.

10 d. Defendants are permanently enjoined from the use of any trademark
11 that falsely represents to consumers that unauthorized products imported, exported,
12 manufactured, reproduced, distributed, assembled, acquired, purchased, offered,
13 sold, transferred, brokered, consigned, distributed, stored, shipped, marketed,
14 advertised and/or promoted by Defendants originates from Plaintiff Bose, or that
15 said merchandise has been sponsored, approved, licensed by, or associated with
16 Plaintiff Bose or is, in some way, connected or affiliated with Plaintiff Bose.

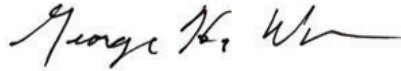
17 e. Defendants are permanently enjoined from engaging in any conduct
18 that falsely represents to consumers that Defendants themselves are connected with,
19 or is in some way sponsored by or affiliated with Plaintiff Bose, purchases product
20 from or otherwise has a business relationship with Plaintiff Bose.

21 f. Defendants are permanently enjoined from concealing, disposing of,
22 destroying, moving, relocating or transferring any and all products, advertising,
23 promotional materials, labels, hangtags, packaging or containers bearing any of
24 Plaintiff Bose's trademarks; and/or

25 g. Defendants are permanently enjoined from disposing of, destroying,
26 moving, relocating or transferring any documents or things, including electronic
27 records, pertaining to the purchase, procurement, development, making,
28 manufacture, use, display, advertisement, marketing, licensing, sale, offer for sale,

1 distribution, shipping, or delivery of any products or services bearing any Plaintiff
2 Bose's trademarks or which otherwise refer or relate to Plaintiff Bose or any of
3 Plaintiff Bose's trademarks.

4 IT IS SO ORDERED, ADJUDICATED and DECREED this 4th day of
5 August, 2023.

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9 HON. GEORGE H. WU
10 United States District Judge
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