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Attorneys for Plaintiffs
11 Silverlit Toys Manufactory Ltd. and Spin Master Ltd.

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 OAKLAND DIVISION
15

16 SILVERLIT TOYS MANUFACTORY
LTD., a Hong Kong company, and SPIN
17 MASTER LTD., a Canadian corporation,

18 Plaintiffs,
19

20 vs.

21 ABSOLUTE TOY MARKETING, INC., a
Utah corporation, *d.b.a.*
HOBBYTRON.COM; TIM GIBSON, an
22 individual; and JIM ROYER, an individual.

23 Defendants.
24

CASE NO. C 06 7966 CW

**FINAL JUDGMENT AND PERMANENT
INJUNCTION:**

25 This Stipulated Final Judgment and Permanent Injunction (“Judgment”) is entered into by and
26 among plaintiffs Silverlit Toys Manufactory Ltd. (“Silverlit”) and Spin Master Ltd. (“Spin Master”)
27 (jointly, “Plaintiffs”), on the one hand, and defendants Absolute Toy Marketing, Inc. *dba*
28 HobbyTron.com (“Absolute Toy Marketing”), Tim Gibson (“Gibson”), and Jim Royer (“Royer”)

1 (collectively, the “Defendants”), on the other hand, with respect to this action, and in accordance with
2 and pursuant to the terms of a Settlement Agreement and Mutual Release of Claims (the “Settlement
3 Agreement”) among the parties to this action.

4 The parties, having stipulated to the entry of the following Judgment, and good cause
5 appearing for the entry thereof:

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

7 1. This Court has jurisdiction over the parties and subject matter of this action.

8 2. Judgment is hereby entered in favor of Plaintiffs and against the Defendants, jointly
9 and severally, on Plaintiffs’ claims for: (1) willful copyright infringement; (2) willful contributory
10 copyright infringement; and (3) willful vicarious copyright infringement with respect to the following
11 registered copyrights:

12 (a) United States copyright, registration VAu694-351 (the “Helicopter Copyright”);

13 (b) United States copyright, registration VA 1-369-666 (the “Instruction Manual
14 Copyright”); and

15 (c) United States copyright, registration VA 1-369-667 (the “Packaging Copyright”);

16 as provided in paragraphs 3 and 4.

17 3. Pursuant to Plaintiffs’ claims of willful copyright infringement as set forth in
18 paragraph 2 above, in addition to the Permanent Injunction, Judgment shall be entered against
19 Absolute Toy Marketing in the sum of Two Hundred Thousand Dollars (\$200,000).

20 4. The Defendants, their successors, assigns, officers, agents, servants, and employees,
21 and any and all persons acting in concert or participation with them are immediately and permanently
22 enjoined worldwide from:

23 (a) manufacturing, procuring the manufacture of, importing, exporting, distributing,
24 selling, offering to sell, receiving, forwarding, shipping, displaying (either on their website or
25 otherwise), marketing, advertising, or in any way commercially exploiting any and all toy helicopters
26 or products constituting an unauthorized simulation, reproduction, copy, colorable imitation, or
27 counterfeit of Plaintiffs’ genuine helicopter as set forth in the Helicopter Copyright, Plaintiffs’
28 genuine instruction manual as set forth in the Instruction Manual Copyright, or Plaintiffs’ genuine

1 packaging as set forth in the Packaging Copyright, or that otherwise infringe upon the Helicopter
2 Copyright, the Instruction Manual Copyright, and/or the Packaging Copyright (including but not
3 limited to the “Pico Z” or “Picco Z” products, instruction manuals, and packaging at issue in this
4 lawsuit);

5 (b) displaying (either on their website or otherwise), copying, promoting, reproducing,
6 or in any way commercially exploiting the genuine Silverlit® Picoo Z™ Helicopter, the genuine Picoo
7 Z instruction manual, or genuine Picoo Z packaging, or any copies (including images thereof) in
8 connection with manufacturing, procuring the manufacture of, importing, exporting, distributing,
9 selling, offering to sell, receiving, forwarding, shipping, displaying, marketing, advertising, or in any
10 way commercially exploiting any and all toy helicopters or products constituting an unauthorized
11 simulation, reproduction, copy, colorable imitation, or counterfeit of Plaintiffs’ genuine helicopter as
12 set forth in the Helicopter Copyright, Plaintiffs’ genuine instruction manual as set forth in the
13 Instruction Manual Copyright, or Plaintiffs’ genuine packaging as set forth in the Packaging
14 Copyright, or that otherwise infringe upon the Helicopter Copyright, the Instruction Manual
15 Copyright, and/or the Packaging Copyright (including but not limited to the “Pico Z” or “Picco Z”
16 products, instruction manuals, and packaging at issue in this lawsuit);

17 (c) engaging in any further conduct suggesting, tending to suggest, or in any way
18 conveying the impression to the public that any and all toy helicopters or products constituting an
19 unauthorized simulation, reproduction, copy, colorable imitation, or counterfeit of Plaintiffs’ genuine
20 helicopter as set forth in the Helicopter Copyright, Plaintiffs’ genuine instruction manual as set forth
21 in the Instruction Manual Copyright, or Plaintiffs’ genuine packaging as set forth in the Packaging
22 Copyright, or that otherwise infringe upon the Helicopter Copyright, the Instruction Manual
23 Copyright, and/or the Packaging Copyright (including but not limited to the “Pico Z” or “Picco Z”
24 products, instruction manuals, and packaging at issue in this lawsuit) are genuine, authentic, licensed,
25 or authorized products of Plaintiffs;

26 (d) engaging in any further conduct suggesting, tending to suggest, or in any way
27 conveying the impression to the public that any and all toy helicopters or products constituting an
28 unauthorized simulation, reproduction, copy, colorable imitation, or counterfeit of Plaintiffs’ genuine

1 helicopter as set forth in the Helicopter Copyright, Plaintiffs' genuine instruction manual as set forth
2 in the Instruction Manual Copyright, or Plaintiffs' genuine packaging as set forth in the Packaging
3 Copyright, or that otherwise infringe upon the Helicopter Copyright, the Instruction Manual
4 Copyright, and/or the Packaging Copyright (including but not limited to the "Pico Z" or "Picco Z"
5 products, instruction manuals, and packaging at issue in this lawsuit) are directly or indirectly
6 sponsored by, approved by, or affiliated with Plaintiffs;

7 (e) engaging in any other acts constituting an infringement of the Helicopter
8 Copyright, the Instruction Manual Copyright, and/or the Packaging Copyright; and

9 (f) assisting, aiding, and/or abetting any person(s) or entity(ies) in engaging in the
10 activities referred to in subparagraphs (a) through (e) above.

11 5. The above paragraph 4 does not prohibit Defendants from selling, offering to sell,
12 receiving, forwarding shipping, displaying, marketing, or advertising Plaintiffs' genuine products so
13 long as such actions do not in any way violate Plaintiffs' rights, the Copyright Act, the Lanham Act,
14 or any other applicable state and/or federal laws.

15 6. Pursuant to 17 U.S.C. § 503(b), Plaintiffs shall immediately be allowed to destroy all
16 products, instruction manuals, packaging, images, and promotional materials infringing on Plaintiffs'
17 copyrights or any simulation, reproduction, counterfeit, copy, confusingly similar variation, or
18 colorable imitation thereof, and all plates, molds, matrices, and other means of making the same
19 (collectively, "Infringing Materials") that have been previously impounded in this action. In
20 connection therewith, the Defendants represent and warrant that all such Infringing Materials have
21 previously been delivered to Plaintiffs for impoundment, and that no such Infringing Materials were
22 delivered to the possession, custody, and control of Defendants after the time such Infringing
23 Materials were previously impounded.

24 7. In the event that the Defendants in the future come into the possession, custody, and
25 control of additional Infringing Materials, the Defendants shall provide written notice to Plaintiffs'
26 counsel that such additional Infringing Materials are in the Defendants' possession, custody, and
27 control within two (2) days from the date that the Defendants discover or receive such additional
28 Infringing Materials. The Defendants also shall, at their sole expense, deliver all such additional

1 Infringing Materials to Plaintiffs' counsel for destruction within seven (7) days from the date that the
2 Defendants discover or receive such additional Infringing Materials.

3 8. Each party shall bear its own attorney's fees and costs in connection with this action;
4 provided, however, that in the event that any party to this Judgment files a motion to enforce or
5 interpret the terms of this Judgment, the prevailing party shall be entitled to recover the attorney's
6 fees and costs incurred in connection with such a motion.

7 9. This Court retains jurisdiction over this matter and to the extent necessary to enforce
8 and amend this Judgment and to determine any issues which may arise concerning this Judgment.

9 10. The Defendants waive any further findings of fact and conclusions of law and all
10 rights to appeal from this Judgment.

11 IT IS SO STIPULATED.

12 DATED: June 19, 2007

GREENBERG TRAURIG, LLP

14 By: ___/s/ William J. Goines___
15 Vincent H. Chieffo (by William J. Goines)
16 Attorneys for Plaintiffs
Silverlit Toys Manufactory Ltd. and
Spin Master Ltd.

17 DATED: June 13, 2007

NEUSTEL LAW OFFICES, LTD.

19 By: ___/s/ Michael S. Neustel_____

20 Michael S. Neustel
21 Attorneys for Defendants
22 Absolute Toy Marketing, Inc. *dba*
HobbyTron.com, Tim Gibson, and Jim Royer

23 **ORDER**

24 IT IS SO ORDERED.

25 DATED: 6/20/07 _____



26 _____
27 THE HONORABLE CLAUDIA WILKEN
28 UNITED STATES DISTRICT COURT